



AFP

Enterprise Agreement

2024–2027

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Part 1 – Introduction

1. Title

- (1) This Agreement will be known as the Australian Federal Police Enterprise Agreement 2024 - 2027.

2. Parties to the Agreement

- (1) This Agreement covers:
 - (a) the Commissioner, for and on behalf of the Commonwealth of Australia as the Employer;
 - (b) all AFP Employees other than those who are:
 - (i) SES Employees;
 - (ii) deployed overseas under section 40H(1) of the AFP Act and where a determination under section 40H(2) of that Act is in place (except for those Employees engaged in External Territories); or
 - (iii) special members of the AFP appointed under section 40E of the AFP Act, with the exception of those special members who were Employees of the AFP before being declared a special member; and
 - (c) subject to notice being given in accordance with section 183 of the Fair Work Act, the following employee organisations which were a bargaining representative for this Agreement:
 - (i) the Australian Federal Police Association; and
 - (ii) the Community and Public Sector Union.

3. Dates of Operation

- (1) This Agreement comes into operation and commences seven days after the date of approval by the Fair Work Commission.
- (2) The Agreement will have a nominal expiry date of 3 years after commencement.

4. Delegation

- (1) The Commissioner may delegate or authorise any or all of their powers and functions under this Agreement, including this power of delegation, and may do so subject to conditions.
- (2) A person exercising delegated powers or functions under this Agreement must comply with any directions of the Commissioner.

5. NES Precedence

- (1) The terms of this Agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this Agreement is detrimental to an Employee of the AFP in any respect when compared with the NES.

6. Executive Level Employees

- (1) The following sections of this Agreement do not apply to Executive Level Employees:
 - (a) 13 - Broadband and advancement arrangements
 - (b) 15 - Entry Level Programs
 - (c) Part 3 - Technical Specialist Framework
 - (d) 26 - Roles and determination of working patterns
 - (e) 27 - Composite allowances
 - (f) 28 - Removal of Core Composite
 - (g) 29 - Fixed Term Mobility
 - (h) 30 - Working patterns during training or development
 - (i) 31 - Stand Down
 - (j) 33 - Operations working pattern
 - (k) 34 - Rostered operations working pattern
 - (l) 35 - Support working pattern
 - (m) 36 - Overtime
 - (n) 37 - Temporary operational composite
 - (o) 38 - Critical Event Composite
 - (p) 40 - Night Shift Allowance
 - (q) 41 - Unsociable Hours Allowance
 - (r) 42 - On-Call Allowance
 - (s) 43 - Recalled to Duty
 - (t) 44 - Close Duty Allowance
 - (u) 47 - Rapid Deployment Allowance
 - (v) 57 - Mandatory Rest Days
 - (w) 91 - Performance Development Agreement process
 - (x) 92 - Employment Related Travel
 - (y) Attachment A
 - (z) Attachment C

(aa) Attachment D – sections 109, 110, 112, 115 and 116.

7. Definitions

| Term | Definition |
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| 12 Month Averaging Period | means the annual period, inclusive of all calendar days, from 1 July up to and including 30 June each year, and is applicable only to: <ul style="list-style-type: none">• Executive Level Employees; and• Technical Specialist Roles. |
| 2017 Agreement | means the <i>Australian Federal Police Enterprise Agreement 2017- 2020</i> . |
| 2019 Agreement | means the <i>Australian Federal Police Executive Level Enterprise Agreement 2019 - 2021</i> . |
| Acceptable Evidence | means: <ul style="list-style-type: none">• a certificate from a registered health practitioner;• a statutory declaration; or• another form of evidence approved by the Commissioner. |
| AFP Act | means the <i>Australian Federal Police Act 1979 (Cth)</i> (as amended from time to time). |
| AFP | means the Australian Federal Police. |
| AFP Employee | means an employee engaged under section 24 of the AFP Act. |
| Afternoon Shift | means as a normal pattern of attendance of eight hours or more where an Employee ceases duty between 1900-0200 hours. |
| Agreement | means the <i>Australian Federal Police Enterprise Agreement 2024 - 2027</i> . |
| Australian Defence Force Cadets | means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets. |
| Australian Federal Police Regulations | means the <i>Australian Federal Police Regulations 2018 (Cth)</i> (as amended from time to time). |
| Band 1 - 8 Classification Structure | means the eight Salary Band levels to which the AFP applies work level standards and sets associated performance expectations (with the exception of the Technical Specialist Framework classification and Executive Level Classification Structure). |
| Bandwidth | means the hours within 0600-2000 Monday to Friday (excluding Public Holidays) and is applicable only to Employees assigned to the Support working pattern. |
| Base Salary | means the Salary Band and Increment Point against which an Employee is remunerated and, except for the calculation of higher duties allowance, does not include any allowances in Part 6 or Part 7 of this Agreement. |

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| Base Salary Hourly Rate | means a payment in accordance with the following formula: (Base Salary x 12/313)/80). |
| Casual Employee | means an Employee who: <ul style="list-style-type: none">• is a Casual Employee as defined by the Fair Work Act; or• works on an irregular and intermittent basis. |
| Charter of Performance | means the document created under the AFP’s performance development and performance appraisal system for Executive Level Employees. |
| Child | means a biological child, adopted child, foster child, stepchild, or ward. |
| Commencement Date | means the date on which this Agreement comes into operation, in accordance with section 3 of this Agreement. |
| Commissioner | means the Commissioner of the AFP and/or their authorised delegates. |
| Core Composite | has the meaning given in sub-section 27(7) and 29(7)(a) of this Agreement. |
| Core Hours | are 0800-1600 Monday to Friday, excluding Public Holidays and are applicable only to Employees assigned to the Support working pattern. |
| Critical Event Composite | has the meaning given in section 38 of this Agreement. |
| De facto partner | means a person who, regardless of gender, is living in a common household with the Employee in a bona fide, domestic, interdependent partnership, although not legally married to the Employee. |
| Employee/s | means an employee covered by this Agreement, in accordance with sub-section 2(1)(b) of this Agreement. |
| Employee representative | means a person (whether an Employee or not) elected or chosen by an Employee, or elected or chosen by a group of Employees in a workplace, to represent the individual and/or collective views of those Employees in relation to a matter under this Agreement. |
| Executive Level Classification Structure | means the Salary Band levels to which the AFP applies work level standards and sets associated performance expectations for Executive Level Employees. |
| Executive Level Employee | means an Employee who is engaged as an Executive Level Employee. |
| External Territories | has the meaning given by section 2B of the <i>Acts Interpretation Act 1901</i> (Cth). |
| Fair Work Act | means the <i>Fair Work Act 2009</i> (Cth) (as amended from time to time). |
| Fair Work Regulations | means the <i>Fair Work Regulations 2009</i> (Cth) (as amended from time to time). |
| Family | means: |

- a spouse, former spouse, De facto partner or former De facto partner of the Employee;
- a Child, parent, grandparent, grandchild, or sibling of the Employee;
- a Child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, De facto partner or former De facto partner of the Employee;
- a member of the Employee’s household; or
- a person with whom the Employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the Employee belongs.

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| Family and Domestic Violence | has the same meaning as in section 106B(2) of the Fair Work Act. |
| Financial Year | means the 12-month period from 1 July to 30 June. |
| Firm Barrier | means a point within a broadband where job availability and/or successful assessment against relevant criteria may be required prior to advancement across a classification level within the broadband. |
| Fixed Term Mobility (FTM) Role | has the meaning given in sub-section 29(4) of this Agreement. |
| Flex Credit | means the accumulation of time worked in addition to an Employee’s Normal Working Hours over a Three Month Averaging Period. |
| Flex Debit | means a debit of time as calculated against an Employee’s Normal Working Hours over a Three Month Averaging Period. |
| Full-Time Employee | means an Employee, who is not a Casual Employee, who has an approved regular working pattern of 40 hours per week. |
| Hard Barrier | means a break between two classification levels where the only mechanism for internal advancement is through a selection process based on Merit Principles. |
| Incremental Advancement | means advancement in accordance with section 11 of this Agreement. |
| Increment Point | means the point within a Salary Band that an Employee is paid. |
| Individual Flexibility Arrangement | means an agreement made in accordance with section 86 of this Agreement. |
| Localised Business Travel | means business travel by an Executive Level Employee that is no more than 150km (via the most direct route) from the Employee’s primary work location. |
| Long Service Leave Act | means the <i>Long Service Leave (Commonwealth Employees) Act 1976</i> (Cth) (as amended from time to time). |

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| Maternity Leave Act | means the <i>Maternity Leave (Commonwealth Employees) Act 1973 (Cth)</i> (as amended from time to time and any successor legislation). |
| Merit (including “Merit Principles”) | means ensuring all eligible people are provided an opportunity to apply for existing vacancies, and that any employment decisions are transparent and based on a fair assessment of the applicant’s ability to perform a role and is consistent with Regulation 3 of the Australian Federal Police Regulations. |
| Member | means an AFP Employee in respect of whom a declaration under section 40B of the AFP Act is in force. |
| Minimum Rest Period | means a period of time during which an Employee is not required to perform duties and during which the period of rest does not count towards a Three Month Averaging Period or Roster Period. However, where an Employee has been directed to Stand Down to receive a Minimum Rest Period, the period of Stand Down counts towards a Three Month Averaging Period or Roster Period. |
| NES | means the National Employment Standards at Part 2-2 of the Fair Work Act. |
| Night Shift | means any normal pattern of attendance of eight hours or more, where more than two hours of the rostered shift or scheduled attendance occurs between 0000 and 0600 hours. |
| Normal Working Hours | has the meaning given in sub-section 25(5) of this Agreement. |
| Operational Requirement/s | refers to the requirements of the role of an AFP Employee and any direction to perform other duties. |
| Ordinary Time | means hours that are worked and recorded at single time based on an averaged 40 hour week (which comprises 38 ordinary hours of work plus two reasonable additional hours). |
| Overtime | means time worked in addition to an Employee’s Normal Working Hours. |
| Overtime Rate | means a payment in accordance with the following formula: $((\text{Base Salary} \times 12/313)/40)$ |
| Parliamentary Service | means employment under the <i>Parliamentary Service Act 1999 (Cth)</i> . |
| Partner | means a spouse or De facto partner. |
| Part-Time Employee | means an Employee, who is not a Casual Employee, who has an approved regular working pattern of less than 40 hours per week. |
| Performance Development Agreement | means an agreement made under the AFP’s performance development and performance appraisal system. |
| Public Holiday | has the meaning given in section 69 of this Agreement. |
| Policing Experience | means service performed in a role that is restricted to police due to the requirement to exercise police powers and/or police experience, |

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| | knowledge and training. This can include police experience from another policing organisation or any role determined by the Commissioner. Time spent as a police recruit does not count towards Policing Experience. |
| Primary Caregiver | for the purposes of the parental leave provisions means a pregnant Employee with an entitlement under the Maternity Leave Act, or an Employee other than a Casual Employee who has primary care responsibility for a Child who is born to them or who is adopted or in long-term foster care as per the provisions on adoption and long-term foster care in this Agreement. |
| Relevant Employee | means an affected Employee. |
| Rest Day | means a calendar day where an Employee does not commence duty as part of their Normal Working Hours. |
| Roster Period | means a period specified in a written roster, issued by the AFP from time to time, which outlines the expected attendance pattern, of Normal Working Hours, for Employees assigned to the Rostered Operations working pattern. |
| Salary Band | means the range of Increment Points within the AFP's Classification Structures. |
| Secondary Caregiver | for the purposes of the parental leave provisions means an Employee, other than a pregnant Employee or Casual Employee, who has Secondary care responsibility for a Child who is born to them, or for a Child who is adopted or in long-term foster care as per the provisions on adoption and long-term foster care in this Agreement. |
| SES Employee | means an Employee declared as a Senior Executive AFP Employee under section 25 of the AFP Act. |
| Soft Barrier | means a point within a broadband where successful assessment against relevant criteria is required prior to further incremental salary advancement. |
| Stand Down | means a period of Ordinary Time an Employee is not required to work that counts towards a Three Month Averaging Period or Roster Period in accordance with section 31 of this Agreement. |
| Supervisor | means a person who carries the responsibility for the supervision of one or more Employees, including the monitoring of attendance and performance. |
| Technical Specialist | has the meaning given in section 18 of this Agreement. |
| Technical Specialist Framework Classification Structure | means the Salary Band levels to which the AFP applies work level standards and sets associated performance expectations for Technical Specialists. |
| Three Month Averaging Period | means four annual periods, inclusive of all calendar days, from: <ul style="list-style-type: none">• 1 March up to and including 31 May; |

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| | <ul style="list-style-type: none">• 1 June up to and including 31 August;• 1 September up to and including 30 November; and• 1 December up to and including the last day in February. |
| Weekend | means any Saturday and Sunday from 0000 hours Saturday to 2359 hours Sunday. |
| Weekend Worked | means that no less than four hours has actually been worked during a Weekend but does not include any hours paid at the Overtime Rate or worked during a recall to duty. |
| | means: <ul style="list-style-type: none">• For the Support working pattern – Monday to Friday, unless there is an agreed Individual Flexibility Arrangement, inclusive of Public Holidays and any approved leave.• For the Operations and Rostered Operations Working Pattern – unless there is an agreed Individual Flexibility Arrangement, any day an Employee is scheduled to work Normal Working Hours inclusive of Public Holidays and any approved leave• For Executive Level Employees – a day on which the Employee is ordinarily expected to perform work. |
| Working Day | |

Part 2 - Remuneration and Classification Structure

8. Payment of Salary

- (1) Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the Employee's choice, based on their annual salary using the following formula:

$$\text{Fortnightly salary} = \frac{\text{Annual Salary} \times 12}{313}$$

Note: This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12- year period.

9. Salary Increases

- (1) Base Salary rates for Employees (other than Executive Level Employees) will be as set out in Attachment A to this Agreement.
- (2) Base Salary rates for Executive Level Employees will be as set out in Attachment B to this Agreement.
- (3) The Base Salary rates in Attachments A and B include the following increases:
- (a) 4.5% effective on the Commencement Date;

- (b) 4.0% effective 12 months after the Commencement Date; and
 - (c) 2.7% effective 24 months after the Commencement Date.
- (4) If a Base Salary increase would result in an Executive Level Employee's Base Salary exceeding the maximum Increment Point, the Executive Level Employee's Base Salary will only be increased to the maximum Increment Point. The AFP will maintain the Employee's salary at that level, until it is absorbed into the salary range for the Executive Level classification.

10. Salary Setting

- (1) Where an Employee is engaged, advances, or is promoted in the AFP, the Employee's salary will be paid at the minimum Increment Point of the Salary Band of the relevant Classification Structure, unless the Commissioner determines a higher salary within the relevant Salary Band under these salary setting provisions or sub-section 10(2) below applies.
- (2) An Employee who is performing higher duties immediately prior to their advancement may move to a higher Increment Point where the Employee would otherwise have been on a higher Increment Point due to the performance of higher duties consistent with sub-section 39(3) of this Agreement.
- (3) When determining an Increment Point within a Salary Band upon promotion or advancement, any composite or allowance paid under the AFP Working Patterns will not form part of the consideration for a higher Increment Point.
- (4) The Commissioner may determine the payment of salary at a higher value within the relevant Salary Band of the relevant classification and the date of effect at any time.
- (5) In determining a salary under these salary setting provisions, the Commissioner will have regard to relevant factors including the Employee's experience, qualifications and skills.
- (6) Where an Employee commences ongoing employment in the AFP immediately following a period of non-ongoing employment in the AFP, the Commissioner will determine the payment of the Employee's salary within the relevant Salary Band of the relevant classification which recognises the Employee's prior service as a non-ongoing Employee in the AFP.
- (7) Where an Employee commences ongoing employment in the AFP immediately following a period of casual employment in the AFP, the Commissioner will determine the payment of salary within the relevant Salary Band of the relevant classification which recognises the Employee's prior service as a Casual Employee in the AFP.
- (8) Where an Employee is engaged from outside the AFP, and the Commissioner agrees to a commencement salary above the maximum of the Salary Band for their classification, the AFP will maintain the Employee's salary at that level, until it is absorbed into the salary range for that classification.
- (9) Where the Commissioner determines that an Employee's Base Salary has been incorrectly set, the Commissioner may determine the correct salary and the date of effect.

11. Incremental Advancement

Incremental Advancement – Employees other than Executive Level Employees

- (1) Sub-sections 11(2)–(5) below do not apply to Executive Level Employees.
- (2) Progression within a Salary Band will occur annually on the anniversary date of the Employee’s previous advancement, engagement at, or assignment to, the relevant Salary Band. For the purposes of this sub-section the current Performance Development Agreement will need to be at the ‘agreement signed’ stage and the previous Performance Development Agreement will need to have a minimum rating of ‘fulfilled’.
- (3) Incremental Advancement will be delayed where:
 - (a) an Employee has not participated in the AFP’s Performance Development Agreement process as outlined in section 91 of this Agreement (unless an Employee has been granted an exemption from participating in the Performance Development Agreement Process);
 - (b) an Employee has a Performance Development Agreement rated as ‘underperforming’, until such time as the Employee’s performance is rated as ‘fulfilled’ (or an equivalent performance rating); or
 - (c) an adverse Professional Standards finding under Part V of the AFP Act, in relation to a category three conduct issue or a corruption issue has been made and the Commissioner has made a determination that the appropriate action in relation to the finding is to defer the Incremental Advancement for a period of time not exceeding 12 months.
- (4) Periods of leave without pay exceeding 30 calendar days within the previous 12- month period that do not count for service will defer incremental progression for the equivalent period of leave taken unless the period of leave without pay is deemed by the Commissioner to count as service.
- (5) Periods of unpaid parental leave will count as service for the purposes of calculating eligibility for advancement under sub-section 11(2) above. During a period of unpaid parental leave, an Employee will be eligible to advance a maximum of one Increment Point within their Salary Band, regardless of the length of unpaid parental leave, and will not be required to meet the requirement of sub-section 11(3)(a) above.

Incremental Advancement –Executive Level Employees

- (6) Incremental Advancement within a Salary Band for Executive Level Employees will occur effective 1 July annually.
- (7) An assessment period is from 1 July to 30 June each year.
- (8) To receive Incremental Advancement, an Executive Level Employee is required to have:
 - (a) participated in their Charter of Performance;
 - (b) achieved a rating of “skilled” (or an equivalent performance rating) or above for the entire 12 month assessment period; and
 - (c) a finalised Charter of Performance at 30 June of the relevant year.

- (9) An Executive Level Employee newly promoted or engaged during an assessment period will receive Incremental Advancement where they have:
 - (a) completed at least six months over the assessment period as an Executive Level Employee (or at a higher classification), including periods of higher duties; and
 - (b) participated in a Charter of Performance and received a rating of “skilled” (or an equivalent performance rating) or above during the 12 month assessment period; and
 - (c) a finalised Charter of Performance at 30 June of the relevant year.
- (10) If an Executive Level Employee is not eligible for Incremental Advancement in accordance with the above provisions, the Executive Level Employee will not be eligible for Incremental Advancement until 1 July of the following year.
- (11) Periods of unpaid parental leave will count as service for the purposes of calculating eligibility for advancement for Executive Level Employees. During a period of unpaid parental leave, an Employee will be eligible to advance a maximum of one Increment Point within their Salary Band, regardless of the length of unpaid parental leave, and will not be required to meet the requirement of sub-section 11(8)(a) above.

12. Classification Structures

- (1) Classification in the AFP comprises of the following classification structures, as set out in Attachment A and Attachment B of this Agreement.
- (2) Within Attachment A which applies to Employees other than Executive Level Employees:
 - (a) the Band 1–8 Classification Structure comprises eight Salary Bands “and” or “including” associated broadbands specific to the functional areas as set out in this Agreement; and
 - (b) the Technical Specialist Framework Classification Structure comprises levels 1-4.
- (3) The Executive Level Classification Structure which comprises the 11 levels between EL Minimum and EL Maximum is set out in Attachment B.
- (4) The AFP will maintain a central role classification system that enables the work value of roles to be assessed.

13. Broadband and Advancement Arrangements

- (1) This section 13 and Attachment C do not apply to Executive Level Employees.

Broadbands

- (2) A broadband is the combination of two or more Salary Bands into a single, broader designation. Broadbands are either:
 - (a) specified in Attachment C; or
 - (b) created by the Commissioner after the commencement of this Agreement, subject to the requirements in sub-section 13(6) below.
- (3) An Employee can only access one broadband arrangement at any one time.

- (4) In accordance with section 91 of this Agreement, movement through any broadband is subject to an Employee participating in the AFP's Performance Development Agreement process and achieving a rating of 'fulfilled' (or an equivalent performance rating) or higher in an Employee's Performance Development Agreement in the preceding 12 months.
- (5) Entry into a broadband will be at the minimum Salary Band and Increment Point of the relevant broadband. An Employee may be eligible to commence at a higher Increment Point and/or Salary Band within the broadband if determined appropriate by the Commissioner.

Creation of a Broadband

- (6) The Commissioner may approve the creation of a broadband structure during the life of this Agreement subject to the following conditions:
 - (a) a broadband created under this Agreement operates according to its terms as if it is part of this Agreement;
 - (b) eligibility to access the broadband will be subject to an appropriate advancement strategy being developed; and the creation of a broadband is to be consistent with the AFP Salary Bands, associated work level standards and Merit Principles.
- (7) Without limiting the Commissioner's discretion under sub-section 13(6) above, the Commissioner may approve the trial of a new broadband structure during the life of the Agreement. Any trial approved by the Commissioner may be conducted by the AFP after consultation through the AFP consultative committee in accordance with the committee's terms of reference.

Advancement within Broadbands

- (8) In order to advance from one Salary Band to a new Salary Band within a broadband, an Employee will be required to transition through either:
 - (a) a Soft Barrier; or
 - (b) a Firm Barrier.
- (9) If an Employee applies for, and is assigned to a role outside their current broadband advancement arrangement, incremental progression within the new Salary Band will occur in accordance with sub-section 11(2) of this Agreement.
- (10) If the Employee later seeks transfer/assignment to a role within their previous, or a different broadband advancement arrangement; the re-entry Salary Band and Increment Point within that broadband is determined by:
 - (a) the number of years' experience accumulated in the role in the advancement arrangements; and
 - (b) an assessment of transferable knowledge and skills gained in the role which fell outside the advancement arrangements.
- (11) Movement above the Increment Point and/or Salary Band at which they left the broadband can only occur where there has been a determination made in accordance with sub-section 13(10)(b) above. A 12-month period, consistent with Incremental Advancement, is expected at the new Increment Point before an Employee is eligible to complete any

compulsory criteria pertaining to the relevant broadband as specified in Attachment C of this Agreement.

- (12) Periods of leave without pay exceeding 30 calendar days within the previous 12- month period will not count for service for this purpose and will defer progression for the period of leave taken unless the period of leave without pay is deemed by the Commissioner to count as service.
- (13) There is a mutual obligation between the AFP and the Employee to address all steps necessary for timely advancement to take place. Where the AFP fails to meet these requirements, the Employee will have ability for any delay in their incremental movement to be backdated.

Advancement across a Soft Barrier

- (14) Advancement across a Soft Barrier will be subject to:
 - (a) the rating of an Employee’s performance (including behavioural aspects) as fulfilling or exceeding the requirements of the Employee’s Performance Development Agreement; and
 - (b) adherence to the AFP Core Values and the AFP Code of Conduct as indicated by an Employee’s Professional Standards history; and
 - (c) the completion of specified training or acquisition of specified qualifications.

Advancement across a Firm Barrier

- (15) Advancement across a Firm Barrier within a broadband will be subject to:
 - (a) the rating of an Employee’s performance (including behavioural aspects) as fulfilling or exceeding the requirements of the Employee’s Performance Development Agreement; and
 - (b) adherence to the AFP Core Values and the AFP Code of Conduct as indicated by an Employee’s Professional Standards history; and
 - (c) the completion of specified training or acquisition of specified qualifications; and
 - (d) any additional formal assessment as required by a panel or committee responsible for the assessment of an Employee’s skills, capabilities and performance.
- (16) Advancement across a Firm Barrier within a broadband may be subject to job availability.

Existing Broadbands

- (17) The Advancement Arrangements (as at the Commencement Date of this Agreement) specific to the existing broadband structures will not be varied over the life of this Agreement unless consistent with the variation provisions contained in the relevant arrangement. The existing broadband arrangements are detailed in Attachment C of this Agreement.

14. Casual Employment

- (1) A Casual Employee is defined in the definitions section of this Agreement.

- (2) A decision to expand the use of Casual Employees is subject to section 98 of this Agreement.
- (3) The AFP will regularly review the working arrangements of Casual Employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee.
- (4) A Casual Employee's Base Salary will be varied each year in accordance with section 9 of this Agreement. A Casual Employee will not receive any Incremental Advancement.
- (5) A Casual Employee will be paid the Base Salary Hourly Rate plus a casual loading of 25% for each hour worked.
- (6) The casual loading is paid in lieu of payment for Public Holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including Long Service Leave in accordance with the Long Service Leave Act and leave for Family and Domestic Violence support.
- (7) A Casual Employee shall be engaged for a minimum of three hours per engagement or shall be paid for a minimum of three hours at the appropriate casual rate.
- (8) A Casual Employee who is eligible for a workplace responsibility allowance will be paid the full amount.
- (9) Only the following sections of this Agreement apply to Casual Employees:
 - (a) 9 - Salary Increases
 - (b) 10 - Salary Setting
 - (c) 12 - Classification Structure
 - (d) 14 - Casual Employment
 - (e) 17 - Superannuation
 - (f) 32 - Unauthorised Absence
 - (g) 39 - Higher Duties Allowance
 - (h) 45 - Remote Localities Allowance
 - (i) 46 - Workplace Responsibility Allowance
 - (j) 60(4) - Unpaid Compassionate Leave
 - (k) 64 - Emergency Response Leave
 - (l) 68 - Miscellaneous Leave
 - (m) 78 - Vaccinations
 - (n) 79 - Employee Assistance Program
 - (o) 80 - Respect at Work
 - (p) 81 - Family and Domestic Violence Support
 - (q) 82 - Integrity and Transparency
 - (r) 84 - Lactation and Breastfeeding Support
 - (s) 85 - Disaster Support

- (t) 86 - Individual Flexibility Arrangements
 - (u) 89 - Flexible Working Arrangements
 - (v) 90 - Workloads
 - (w) 96 - Underpayment of Salary
 - (x) 97 - Overpayment of Salary
 - (y) 98 - Consultation
 - (z) 99 - Dispute Resolution
 - (aa) 100 - Delegates' Rights
 - (bb) Attachment A.
- (10) All remaining sections within this Agreement do not apply to a Casual Employee.

15. Entry Level Programs

- (1) An entry level program is an AFP engagement strategy that enables graduates, trainees, apprentices or cadets to be employed by the AFP.
- (2) An Employee engaged under an entry level program will be engaged at the minimum Increment Point of the relevant Salary Band.
- (3) On successful completion of an entry level program (in accordance with any standards set by the Commissioner) the Commissioner may, at their discretion, approve the Employee to:
 - (a) stay on their current Increment Point within their Salary Band;
 - (b) be appointed at a higher Increment Point than the minimum Increment Point within their current Salary Band; or
 - (c) be assigned to a role at the minimum Increment Point, but one Salary Band higher than the Employee's commencement salary.

16. Flexible Remuneration Packaging (Salary Packaging)

- (1) An Employee is entitled to participate in the AFP's flexible remuneration packaging arrangements.

17. Superannuation

- (1) The AFP will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- (2) Employer superannuation contributions will be paid on behalf of Employees during periods of paid leave that count as service.
- (3) The AFP will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the AFP's payroll system.

- (4) A reference in this Agreement to an allowance or other entitlement counting, or not counting, as salary for superannuation purposes is a reference to whether that allowance or entitlement counts as superannuation salary where the Fortnightly Contribution Salary (FCS) method is used.

Method for calculating super salary

- (5) Subject to sub-sections 17(8) - (11), below the AFP will provide an employer contribution of 15.4% of the Employee's Ordinary Time Earnings (OTE) (or such higher amount as may be set out in the PSSap Trust Deed) for Employees in the Public Sector Superannuation Accumulation Plan (PSSap) and Employees in other accumulation funds.
- (6) Employer contributions will be made for all Employees covered by this Agreement.
- (7) Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Superannuation arrangements for Employees employed at the Commencement Date

- (8) The AFP will provide an employer contribution of 15.4% (or such higher amount as may be set out in the PSSap Trust Deed) of the Employee's Fortnightly Contribution Salary (FCS) for Employees in the PSSap and Employees in other accumulation superannuation funds who were employed immediately prior to the Commencement Date of this Agreement.
- (9) Where an Employee has chosen an accumulation superannuation fund other than the PSSap, the employer contribution rates and arrangements will be the same as for members of the PSSap.
- (10) However, Employees may elect to opt out of this arrangement and be covered by the provisions of sub-sections 17(5) - (7) above. This change will take effect from the next available pay day after the written notice is given to the AFP.
- (11) Once an Employee opts out of this arrangement under sub-section 17(10) above, they may not opt back in.

Part 3- Technical Specialist Framework

18. Eligibility for the Technical Specialist Framework

- (1) This Part 3 does not apply to Executive Level Employees.
- (2) The Commissioner may, from time to time, determine that a role requiring Technical Specialist skills as an inherent requirement of the role may be assigned to the Technical Specialist Framework.
- (3) In determining eligibility for a role to be included in the Technical Specialist Framework, the Commissioner will have regard to, but is not limited by, the following criteria:
 - (a) the role requires a highly technical specialised skill set in a specific and/or restricted field which is not readily transferable to other functions of the AFP; and/or
 - (b) the requirement of a tertiary qualification to the required discipline from an Australian tertiary institution or a qualification which is appropriate to the duties required; and/or

- (c) the role requires essential competencies and experience acknowledged as specialist industry recognised experience.
- (4) The Employee is responsible for monitoring and maintaining all relevant qualifications, certifications and/or mandatory registration with a professional body (as required), in order to perform the Technical Specialist role the Employee has been assigned.
- (5) The Technical Specialist Framework Classification Structure is independent to the general Classification Structure.
- (6) The Commissioner will approve, in writing, roles that fall within the Technical Specialist Framework.
- (7) Roles within the Technical Specialist Framework are not required to be performed by a Member or Protective Service Officer.

19. Engagement or Assignment within the Technical Specialist Framework

- (1) When an Employee is engaged from outside the AFP to perform a Technical Specialist role, they cannot perform roles in the general Classification Structure unless they have been found suitable through a separate selection process based on Merit Principles.
- (2) An Employee eligible for consideration under the Technical Specialist Framework will only have the ability to transfer from a role in the general Classification Structure to a role in the Technical Specialist Framework Classification Structure where they have been found suitable through a selection process based on Merit Principles.
- (3) When an Employee is found suitable, via a selection process, to perform a Technical Specialist role and they wish to re-enter the general Classification Structure in a role outside a broadband, they must do so through a selection process based on Merit Principles.

20. Movement between a Broadband and a Technical Specialist Role

- (1) An Employee assigned to a role in a broadband, detailed in Attachment C of this Agreement, immediately prior to transferring to a role under the Technical Specialist Framework will cease to progress through any broadband advancement arrangements for the duration of time assigned to the Technical Specialist Framework.
- (2) There is no ability for an Employee to return to the broadband at a higher Salary Band than the Salary Band they were previously assigned within the advancement arrangements. If an Employee within the Technical Specialist Framework later seeks to return to a role within the broadband, incremental progression above the Increment Point at which they left the broadband will be determined by:
 - (a) the number of years' experience in the Technical Specialist role;
 - (b) an assessment of transferable knowledge and skills gained in the Technical Specialist role; and
 - (c) any compulsory criteria specific to the relevant broadband as outlined in Attachment C of this Agreement.

- (3) Any formal training and prerequisite requirements will be identified during this assessment. Progression through any broadband barrier will not occur until all relevant criteria are met.
- (4) Accelerated advancement is not permitted when determining the Salary Band and Increment Point an Employee will return to when re-entering the broadband arrangements.

21. Hours of Duty within the Technical Specialist Framework

- (1) An Employee in the Technical Specialist Framework will adopt a pattern of attendance that meets the demands of the role and which is consistent with the attainment of business objectives established through the Employee's Performance Development Agreement.
- (2) The required hours of work for an Employee in the Technical Specialist Framework will be 40 hours per week as averaged over a 12 Month Averaging Period. The 40 hours of work per week consists of 38 ordinary hours of work, plus two additional hours, which comprise of a daily paid meal break of 24 minutes.
- (3) The level of remuneration that an Employee receives in the Technical Specialist Framework reflects an expectation that the Employee may be required to work outside of the hours of 0800-1600 Monday to Friday without further remuneration.
- (4) Employees assigned to the Technical Specialist Framework may access Time off in Lieu in keeping with the provisions of the Executive Level TOIL provisions of this Agreement.
- (5) Employees assigned to the Technical Specialist Framework are eligible to receive On-Call Allowance if they fulfil the criteria of section 42 of this Agreement for the receipt of that Allowance.

22. Remuneration in the Technical Specialist Framework

- (1) Unless otherwise agreed by the Commissioner, when an Employee is assigned to a role in the Technical Specialist Framework, the minimum Increment Point of the designated Salary Band in the Technical Specialist Framework Classification Structure will be used as the Employee's commencement Base Salary.
- (2) An Employee in the Technical Specialist Framework is entitled to annual Base Salary increases in accordance with the provisions of section 9 of this Agreement.
- (3) The Technical Specialist Framework Classification Structure is divided by Hard Barriers. Ability to progress across these Hard Barriers can only be through a selection process based on Merit Principles.

23. Higher Duties within the Technical Specialist Framework

- (1) Unless agreed by the Commissioner, higher duties within the Technical Specialist Framework can only be performed by Employees assigned to roles within the Technical Specialist Framework.
- (2) An Employee may perform duties of a Technical Specialist role at a higher Salary Band within the Technical Specialist Framework Classification Structure if the role requiring

higher duties at the higher Salary Band has been pre-determined and established by the Commissioner.

- (3) Terms and conditions under section 39 of this Agreement will apply to Technical Specialist roles required to be performed at higher duties.
- (4) If an Employee and their Supervisor agree, an Employee performing higher duties outside the Technical Specialist Framework may choose not to be paid higher duties allowance. In this case the Employee will remain on the Salary Band payable immediately prior to the commencement of higher duties.

24. Exclusions

- (1) The terms and conditions of this Agreement apply to Employees within the Technical Specialist Framework, with the exception of:
 - (a) PART 4 - Attendance and Organisation of Work;
 - (b) PART 5 - The AFP Working Patterns;
 - (c) PART 6 - Allowances and Other Entitlements, sections:
 - (i) 36 - Overtime;
 - (ii) 37 - Temporary Operational Composite;
 - (iii) 40 - Night Shift Allowance;
 - (iv) 41 - Unsociable Hours Allowance;
 - (v) 43 - Recalled to Duty; and
 - (vi) 44 - Close Duty Allowance.

Part 4 - Attendance and Organisation of Work

25. Hours of Attendance

Executive Level Employees

- (1) An Executive Level Employee will adopt a working pattern that meets the demands of the position occupied and which is consistent with the attainment of business objectives established through the AFP Strategic Plan and the Employee's Charter of Performance.
- (2) The Commissioner may direct an Executive Level Employee to work a specific pattern of hours when operational needs require it.
- (3) The required hours of work for an Executive Level Employee will be 40 hours per week as averaged over a 12 Month Averaging Period. The 40 hours of work per week consists of 38 ordinary hours of work, plus two additional hours, which comprise a daily paid meal break of 24 minutes.
- (4) The level of remuneration that an Executive Level Employee receives reflects an expectation that the Employee may be required to work other reasonable additional hours (which may include rostered shifts and/or hours outside of normal business hours).

Executive Level Employees do not receive further remuneration for additional hours worked and may access TOIL in accordance with section 52.

Employees other than Executive Level Employees

- (5) An Employee's Normal Working Hours will be:
 - (a) 38 ordinary hours per week; and
 - (b) not less than two reasonable additional hours per week.
- (6) Accordingly, an Employee will work an average of 40 hours per week, inclusive of 38 ordinary hours of work, plus two additional hours, which comprises a daily paid meal break of 24 minutes. An Employee is considered to be on duty during a meal break. A meal break should be taken, wherever possible, between each fourth and fifth hour of continuous duty.
- (7) Where an Employee is performing shift work or an extended pattern of attendance and works in excess of nine continuous hours, the Employee will be entitled to a second meal break, between each fourth and fifth hour of duty after each previous meal break.
- (8) An Employee will not be required to work less than eight hours for each normal or rostered occurrence unless an agreement exists between the Employee and the Supervisor. This requirement does not apply to a recall to duty or Overtime.
- (9) Split shifts will only be worked where there is a mutual agreement between the Employee and Supervisor.
- (10) An Employee's Normal Working Hours, based on the AFP working pattern to which the Employee's role is assigned, are averaged over a Three Month Averaging Period or a Roster Period.
- (11) Any hours worked outside the Employee's normal pattern of attendance must be agreed by the Employee's Supervisor prior to the hours being worked. This includes hours that may attract Flex Credit or Overtime.
- (12) An Employee must comply with the requirements of the AFP's time recording system and must accurately record the hours they have been approved to work using the appropriate time type. Employees must complete and submit for approval their time recording on a regular basis and within a maximum of seven calendar days from the completion of duty, unless extenuating circumstances exist.
- (13) When scheduling the attendance of an Employee, a Supervisor will have regard to the work health and safety obligations of the AFP.

26. Roles and Determination of Working Patterns

- (1) This section 26 does not apply to Executive Level Employees.
- (2) All AFP roles (with the exception of Technical Specialist, Critical Event and FTM Roles) are performed within three working patterns. The working patterns are:
 - (a) Operations;
 - (b) Rostered Operations; and
 - (c) Support.

(3) The three AFP working patterns are detailed in Part 5 of this Agreement.

Establishing Working Patterns

- (4) Working patterns will be linked to organisational objectives and reflect the Operational Requirements of the team, position or role.
- (5) The AFP teams, positions or roles identified as an Operations working pattern or a Rostered Operations working pattern on Commencement of this Agreement are set out in Determination No.5 of 2017.
- (6) All positions or roles that are clerical and administrative (including but not limited to project officers, policy officers and administrative assistants) within teams included in Determination No.5 of 2017, will be assigned to a Support working pattern.
- (7) The Commissioner may vary the working pattern assigned to a team, position or role at any time.
- (8) In determining a variation to a working pattern of a team, position or role, the Commissioner may have regard to, but is not limited by the following:
- (a) the working pattern requested by the business area;
 - (b) the requirements of the role, position or team to meet operational outcomes; and
 - (c) any request to be assigned to a particular working pattern must be supported by a business case addressing:
 - (i) any operational gap, underpinned by quantitative data collected over the previous six month period;
 - (ii) evidence of the financial viability of the requested working pattern; and
 - (iii) the operational risk of approving or not approving the request.
- (9) Where the Commissioner varies the working pattern of a team, position or role they will do so in writing.
- (10) Where the Commissioner determines to assign a different working pattern to a team, position or role, the affected Employee will be consulted with in accordance with the consultation provisions of this Agreement.
- (11) Sub-section 26(10) above does not apply in the case of an Employee being assigned to another team, position or role that is already assigned a different working pattern.
- (12) The Support Working Pattern is assigned to all new teams, roles and positions in the AFP unless the Commissioner has determined that a different working pattern is required.

27. Composite Allowances

- (1) This section 27 does not apply to Executive Level Employees.
- (2) A composite allowance is an annualised allowance paid fortnightly.
- (3) The composite allowances are the:
- (a) Core Composite, which is payable in accordance with sub-section 27(7) below; or

- (b) Core Composite which is payable in accordance with the Fixed Term Mobility provisions in section 29 of this Agreement; and
 - (c) Critical Event Composite which is payable in accordance with section 38 of this Agreement.
- (4) Where an Employee is in receipt of any composite allowance, the Employee is required to work in accordance with the expanded working hours and normal patterns of attendance for which the composite allowance applies.
 - (5) Where an agreed Individual Flexibility Arrangement that varies an Employee's hours of duty is in place, consideration of eligibility for payment of the Core Composite will be determined by the Commissioner.
 - (6) A Core Composite allowance is not to be used for salary adjustments, experience premiums or additional hours of attendance and can only be approved prospectively (unless otherwise approved by the Commissioner).

Operations or Rostered Operations Core Composite

- (7) An Employee who is required to work in accordance with the Operations working pattern or Rostered Operations working pattern will receive a Core Composite of 22% of their Base Salary which will count as salary for superannuation. The Core Composite is payable to recognise expanded working hours, expanded patterns of attendance and shift patterns (such as Afternoon Shifts, Night Shifts, Weekends and Public Holidays) that Employees are required to work to support the needs of a 24/7 operating environment.

Operations High Volume Core Composite and Additional Composite

- (8) Employees working Operations working patterns in high volume areas, as identified by the Commissioner, under section 33(4) of this Agreement, will receive a Core Composite of 22% which will count as salary for superannuation and an additional composite of 35% of their Base Salary. This additional composite is in recognition of the required additional hours and will not count as salary for superannuation.

28. Removal of Core Composite

- (1) This section 28 does not apply to Executive Level Employees.
- (2) By mutual agreement between the Employee and the Commissioner, an Employee may remain in a role that would normally be required to work under an Operations or Rostered Operations working pattern and work under a Support working pattern, without the payment of the Core Composite.
- (3) Where the Commissioner is of the view that an Employee is unwilling or unable to demonstrate that they can work in accordance with the required working hours and normal patterns of attendance in the Operations or Rostered Operations working pattern, the Commissioner may remove payment of the Core Composite until such time as the Commissioner is satisfied that the Employee is able to demonstrate an ability or preparedness to comply with the requirements of the relevant working pattern. A decision under this sub-section will, where practicable, be communicated in writing.
- (4) The removal of the Core Composite will take effect 28 calendar days after the Commissioner's decision to remove it is notified to the Employee.

- (5) Where the Commissioner removes an Employee's Core Composite under sub-section 28(3) above, the Employee's working arrangements will be in accordance with section 35 of this Agreement.

29. Fixed Term Mobility

- (1) This section 29 does not apply to Executive Level Employees.
- (2) The Commissioner may, from time to time:
- (a) determine that where certain roles are performed by a Member or Protective Service Officer, it is appropriate to recognise their contemporary skills, knowledge and experience (FTM Roles); and
 - (b) determine the fixed time period applicable to a FTM Role.
- (3) Where the Commissioner determines a role is no longer a FTM Role, the Employee will be assigned to a Support, Operations or Rostered Operations working pattern and the provisions of sub-section 26(10) of this Agreement will apply.
- (4) A FTM Role is a role that can only be performed by a Member or Protective Service Officer.
- (5) The roles determined to be FTM Roles on Commencement of this Agreement are set out in Determination No.6 of 2017.
- (6) An Employee who is a Member or a Protective Service Officer may only be assigned to a FTM Role on a temporary basis. The term of the assignment is restricted to one of the following two fixed term periods:
- (a) Fixed term A – assignment for a period of up to 24 months with ability for the Commissioner to extend the term of the assignment under sub-section 29(2) above for a further period of up to 12 months (a total period of three years). Further extensions will not be approved; or
 - (b) Fixed term B – assignment for a period of up to 36 months with ability for the Commissioner to extend the term of the assignment under sub-section 29(2) above for a further period of up to 12 months, plus ability for an additional 12 months (a total period of five years). Further extensions will not be approved.
- (7) Where an Employee who is a Member or a Protective Service Officer is performing a FTM Role, the Employee:
- (a) will receive the Core Composite. The Core Composite is payable to recognise expanded working hours and expanded patterns of attendance that Employees are required to work to support the needs of a 24/7 operating environment, and will count as salary for superannuation purposes;
 - (b) will continue to progress through any relevant broadband or Classification Structure applicable to their previous role, subject to meeting any advancement criteria; and
 - (c) must maintain all relevant qualifications and certifications necessary for operational duties throughout an assignment under this section.

- (8) The Commissioner may remove an Employee's Core Composite if an Employee assigned to a FTM Role fails to maintain all relevant qualifications and certifications necessary for operational duties.
- (9) Where an Employee who is a Member or a Protective Service Officer is assigned to a FTM Role, no working pattern applies to an Employee's role, and the provisions of Part 5 do not apply.
- (10) An Employee will be required to work 40 hours per week averaged over a Three Month Averaging Period. The 40 hours of work per week consists of 38 ordinary hours of work, plus two additional hours, which comprise a daily paid meal break of 24 minutes.
- (11) An Employee will perform duties as directed by their Supervisor on a 24 hour, seven days a week basis (including Public Holidays). An Employee may be required to perform duties outside the hours of 0600-2000 Monday to Friday as a result of Operational Requirements.
- (12) An Employee assigned to a FTM Role will receive a Minimum Rest Period between each attendance or period of duty as follows:
 - (a) for any period of duty of eight hours or more in duration but less than 14 hours duration, a Minimum Rest Period of 11 hours will apply;
 - (b) for any period of duty of 14 hours or more in duration but less than 18 hours duration, a Minimum Rest Period of 14 hours will apply; or
 - (c) for any period of duty of 18 hours or more in duration, a Minimum Rest Period of 24 hours will apply.
- (13) Where there is an Operational Requirement, an Employee may return to work prior to the completion of the Minimum Rest Period. Where this occurs, the Employee will be paid an additional Base Salary Hourly Rate for each hour worked and the hours worked will count as Ordinary Time towards the Three Month Averaging Period until the Minimum Rest Period is taken.
- (14) With the Employee's genuine mutual agreement, an Employee may return to work prior to the completion of the Minimum Rest Period. Where this occurs, sub-section 29(13) will not apply.
- (15) An Employee assigned to a FTM Role will not be required to work more than 12 continuous hours. Where this limit is exceeded, the Employee will be paid at the Overtime Rate for each hour worked in excess of 12 hours.

30. Working Patterns during Training or Development

- (1) This section 30 does not apply to Executive Level Employees.
- (2) Where an Employee participates in any AFP approved training or development course, the requirements and conditions of the working pattern normally worked by an Employee and allowances under Part 6 of this Agreement will not apply, except for those listed in sub-section 30(6) and sub-section 34(24) below.
- (3) An Employee assigned to the Support Working Pattern will not be required to attend training outside of Bandwidth unless there is genuine mutual agreement.
- (4) Any approved hours during a period of training or development:

- (a) are to be calculated as Ordinary Time and count towards a Three Month Averaging Period or Roster Period; and
 - (b) will not attract any penalties (however described) within an Employee's normal working pattern, other than in accordance with sub-section 30(5) below.
- (5) An Employee will be paid an additional Base Salary Hourly Rate and the hours worked will accrue as Ordinary Time towards the Three Month Averaging Period or Roster Period for:
- (a) each hour an Employee is required to attend training in excess of 12 continuous hours over any 24-hour period;
 - (b) each hour an Employee is required to attend training in excess of 10 consecutive days, (and where the scheduled pattern of attendance is for six hours or more on each of those consecutive days); and
 - (c) each hour where an Employee is required to attend training on a Public Holiday.
- (6) The following allowances (where applicable) will continue to be paid during any period of training or development:
- (a) a Core Composite;
 - (b) High Volume Operations Composite Allowance;
 - (c) Higher duties allowance where an Employee would have received the allowance but for the period of training or development;
 - (d) Workplace Responsibility Allowance;
 - (e) Use of Force Allowance;
 - (f) Rapid Deployment Allowance;
 - (g) Remote Localities Allowance; and
 - (h) Any additional remuneration provided under an Individual Flexibility Arrangement under section 86 of this Agreement.
- (7) This section does not apply to an Employee who is facilitating the delivery of an AFP training or development course.

31. Stand Down

- (1) This section 31 does not apply to Executive Level Employees.
- (2) In addition to the provisions of Part 5 of this Agreement, a Supervisor may, due to Operational Requirements of the AFP, place an Employee on Stand Down.
- (3) Stand Down hours count towards a Three Month Averaging Period or Roster Period.
- (4) An Employee on Stand Down may be required to resume duty, including at short notice. If an Employee is required to resume duty, the Recalled to Duty provisions in section 43 do not apply.
- (5) A Stand Down can be applied (but is not limited to) the following circumstances:
 - (a) to provide an Employee with the Minimum Rest Period;

- (b) to stop an Employee from breaching a requirement of a safety net provision, roster principle or scheduling principle applicable to an Employee's assigned role or position;
 - (c) after a critical incident in accordance with section 40N of the AFP Act;
 - (d) where an Employee would normally be expected to work on a Public Holiday but is not required; or
 - (e) where the Supervisor believes on reasonable grounds that it is necessary for the health, safety or welfare of the Employee or other Employees.
- (6) Employees do not earn any penalties or allowances during a period of Stand Down, except (where applicable):
- (a) a Core Composite;
 - (b) High Volume Operations Composite Allowance;
 - (c) Higher duties allowance where an Employee would have received the allowance but for the period of Stand Down;
 - (d) Use of Force Allowance;
 - (e) Rapid Deployment Allowance;
 - (f) Workplace Responsibility Allowance;
 - (g) Remote Localities Allowance; and
 - (h) any additional allowance or remuneration provided under an approved Individual Flexibility Arrangement.
- (7) A Stand Down does not arise when:
- (a) an Employee assigned to the Operations working pattern:
 - (i) is required to vary their attendance pattern in accordance with sub-section 33(16)(a) of this Agreement; or
 - (ii) is scheduled to be off duty or on a Rest Day; or
 - (b) an Employee assigned to the Rostered Operations or Support working pattern is rostered to be off duty or on a Rest Day.

32. Unauthorised Absence

- (1) An unauthorised absence occurs when an Employee is absent without the Commissioner's approval, or the reason provided is not acceptable.
- (2) Where an Employee is absent from duty without permission for more than five Working Days, they will be considered to have abandoned their employment unless they can prove to the satisfaction of the Commissioner that the absence was, in all the circumstances, reasonable. Reasonable attempts will be made to contact the Employee.
- (3) The abandonment will be effective from the commencement of the absence.

Part 5 - The AFP Working Patterns

33. Operations Working Pattern

- (1) This section 33 does not apply to Executive Level Employees.
- (2) An Employee working in a role assigned to the Operations working pattern is required to demonstrate flexibility and to work the hours and patterns of attendance as directed by their Supervisor on a 24 hour, seven days a week basis (including Public Holidays).

Standard Operations Working Pattern

- (3) An Employee will work 40 hours per week averaged over a Three Month Averaging Period.

High Volume Operations Composite Allowance

- (4) A team, position or role assigned to the Operations working pattern may be identified for assignment to the High Volume Operations Composite Allowance. Employees subject to this allowance are required to work up to 50 hours per week averaged over a Three Month Averaging Period.
- (5) The additional hours required to be worked over the Three Month Averaging Period will be reduced by two hours per day for every Working Day an Employee is on approved leave or on an approved training course or on a Public Holiday.

Safety Net Provisions

- (6) Table 1 below sets out the safety net provisions. It sets out:
 - (a) what the safety net provisions are;
 - (b) when the safety net provisions can be breached; and
 - (c) what happens if the safety net provisions are breached.
- (7) A mutual obligation exists between an Employee and their Supervisor to manage any potential breach of a safety net provision in order to allow the Supervisor to make alternative arrangements where possible.
- (8) Where a safety net breach arises due to an Employee's failure to advise their Supervisor of a potential safety net breach, the Commissioner may determine that the Employee is not eligible to receive any penalty payments that may have been applicable.
- (9) Adequate Rest Days will be provided between blocks of duty and will include unbroken Weekends where possible.
- (10) Safety net provisions attracting compensation are not cumulative. Employees can only be compensated for the breach of one of the safety net provisions at any given time. If multiple safety net breaches resulting in compensation are triggered, the consequence for the first accruing breach will apply.

Table 1

| | Safety net provision | When safety net may be breached | Consequence of breach |
|----------|--|--|---|
| (11) | An Employee will not be required to work more than 12 continuous hours | In an emergency or where operational continuity is essential | Payment at the Overtime Rate for each hour worked in excess of 12 hours |
| (12) | An Employee will not be required to work in excess of 60 hours over any seven day period | In an emergency or where operational continuity is essential | Additional payment at the Base Salary Hourly Rate for each hour worked in excess of the relevant limit and all hours worked count towards the Three Month Averaging Period |
| (13) | An Employee will not be required to work more than: six consecutive shifts of 10 hours; or five consecutive shifts of more than 10 hours Note: Where there is a mixture of shift lengths in a consecutive period, the provision applying to the majority of shifts will apply, and where there are an equal number of different shifts the longest shift provision applies | Where there is an emergency or where operational continuity is essential and with the Employee's genuine agreement | Nil |
| (14) (a) | An Employee is not required to work 10 or more consecutive days where the attendance is for more than six hours on each day (inclusive of Overtime and any recall to duty) | Where there is an emergency or where operational continuity is essential | The Employee will be given two consecutive Rest Days before being required to resume duty |
| (14) (b) | Where an Employee is not provided two consecutive Rest Days as per sub-section 33(14)(a) above | Where there is an emergency or where operational continuity is essential and with the Employee's genuine agreement | Additional payment at the Base Salary Hourly Rate for each hour worked until the Employee has taken two consecutive Rest Days and all hours worked count towards the Three Month Averaging Period |
| (15) (a) | An Employee will receive a Minimum Rest Period of 11 hours after a period | At the direction of a Supervisor; and where | Additional payment at the Base Salary Hourly Rate for each hour worked until |

| | Safety net provision | When safety net may be breached | Consequence of breach |
|----------|---|---|---|
| | of duty of eight hours or more in duration but less than 14 hours in duration | there is an Operational Requirement | the Minimum Rest Period is taken and all hours worked count towards the Three Month Averaging Period |
| | | With the Employee's genuine agreement | Nil |
| (15) (b) | An Employee will receive a Minimum Rest Period of 14 hours after a period of duty of 14 hours or more in duration but less than 18 hours or more in duration | At the direction of a Supervisor; and where there is an Operational Requirement | Additional payment at the Base Salary Hourly Rate for each hour worked until the Minimum Rest Period is taken and all hours worked count towards the Three Month Averaging Period |
| | | With the Employee's genuine agreement | Nil |
| (15) (c) | An Employee will receive a Minimum Rest Period of 24 hours after a period of duty of 18 hours or more in duration | At the direction of a Supervisor; and where there is an Operational Requirement | Additional payment at the Base Salary Hourly Rate for each hour worked until the Minimum Rest Period is taken and all hours worked count towards the Three Month Averaging Period |
| | | With the Employee's genuine agreement | Nil |
| (16) (a) | An Employee will be given a minimum of 24 hours notice of any change to their normal pattern of attendance. An Employee will be notified of a change of shift by direct verbal communication in the form of face to face notification or by telephone conversation; unless alternative arrangements are mutually agreed to | Where there is an Operational Requirement | See sub-section 33(16)(b) below |
| (16) (b) | Where an Employee does not receive a minimum of 24 hours notice of a | Where there is an Operational Requirement | Commence earlier – recall to duty provisions apply (section 43 of this Agreement) |

| | Safety net provision | When safety net may be breached | Consequence of breach |
|------|---|---|--|
| | change to their normal pattern of attendance Note: Where an Employee is given 24 hours or more notice of a change to their normal pattern of attendance, this is not a breach of the safety net provisions | | Commence later –Stand Down provisions apply (section 31 of this Agreement) Cease earlier –Stand Down provisions apply (section 31 of this Agreement) Cease later – recall to duty provisions do not apply If the change is a continuation of duty, recall to duty provisions do not apply. However, other safety net provisions may apply |
| (17) | An Employee will not be required to work more than an average of one in two Weekends within a Three Month Averaging Period | Where there is an Operational Requirement | Additional payment at the Base Salary Hourly Rate for each extra Weekend Worked and all hours worked count towards the Three Month Averaging Period |
| | | With the Employee’s genuine agreement | Nil |
| (18) | An Employee will only be required to work Night Shift as a block of no less than two consecutive Night Shifts and no more than three consecutive 12 hour Night Shifts. The exception to this is where an Air Security Officer performs flight duty on an international flight, which can be a singular Night Shift. | With the Employee’s genuine agreement | Nil |

Three Month Averaging Period

- (19) Supervisors and Employees have a mutual responsibility to manage Normal Working Hours over the Three Month Averaging Period.
- (20) An Employee is required to reconcile all hours in debit by the end of the Three Month Averaging Period.

- (21) Where at the conclusion of a Three Month Averaging Period, an Employee has more approved hours accrued than required for the Three Month Averaging Period, the hours in credit will be paid as Overtime.
- (22) There is no ability for an Employee to have Annual Leave which has been taken, re-credited in order to reduce excess hours at the end of the Three Month Averaging Period.

34. Rostered Operations Working Pattern

- (1) This section 34 does not apply to Executive Level Employees.
- (2) An Employee assigned to the Rostered Operations working pattern is a shift worker and may be required to perform their Normal Working Hours during any hours of the day, seven days a week (including Public Holidays).
- (3) To be eligible for assignment to the Rostered Operations working pattern, an Employee may be required to work in accordance with a scheduled pattern of attendance in which:
 - (a) they are required to perform their Normal Working Hours during any hours of the day, seven days a week. This will involve a mixture of day shifts, Afternoon Shifts and Night Shifts planned over a Roster Period;
 - (b) are regularly rostered to work those shifts; and
 - (c) regularly works on Weekends and Public Holidays.
- (4) Rosters may be varied to meet the Operational Requirements of a particular workplace. Changes to a roster will be developed in accordance with the consultation provisions outlined in section 98 of this Agreement.
- (5) The AFP will, where possible, provide a flexible shift working environment to meet Operational Requirements and to accommodate Employee preferences to achieve a healthy work-life balance.
- (6) Variations to shift working arrangements may also be implemented on an individual basis providing that the Commissioner and the Employee genuinely agree on their normal attendance pattern.
- (7) The Roster Principles outlined in this section should be applied in the development and ongoing management of rostering arrangements.

Roster Principles

- (8) Table 2 below sets out the roster principles. It sets out:
 - (a) what the roster principles are;
 - (b) when the roster principles can be breached; and
 - (c) what happens if the roster principles are breached.
- (9) Roster principles attracting compensation are not cumulative. Employees can only be compensated for the breach of one of the roster principles at any given time. If multiple roster principle breaches resulting in compensation are triggered, the consequence for the first accruing breach will apply.

Table 2

| Roster Principle | | When roster principle may be breached | Consequence of breach |
|-------------------------|--|---|---|
| (10) | An Employee will work an average of 40 hours per week to be reconciled over the Roster Period | Where there is an Operational Requirement | Payment at the Overtime Rate for each additional hour worked |
| (11) | An Employee's rostered shift will be between eight and 12 hours in duration | With the Employee's genuine agreement and where there is an Operational Requirement | Payment at the Overtime Rate will apply for any hours of duty in excess of each rostered attendance where the Employee has not been notified of a change of shift as per sub-section 34(15) below |
| (12) | An Employee will not be required to work more than: six consecutive shifts of 10 hours; or five consecutive shifts of more than 10 hours Note: Where there is a mixture of shift lengths in a consecutive period, then the provision relating to the majority will apply, and where there are an equal number of different shift patterns the longest shift provision applies. | With the Employee's genuine agreement | Nil |
| (13) | An Employee will only be required to work a minimum of two consecutive Night Shifts and a maximum of three consecutive 12 hour Night Shifts | Where there is an Operational Requirement | Payment at the additional Base Salary Hourly Rate for each extra Weekend hour worked and all hours worked count towards the Roster Period |
| | | With the Employee's genuine agreement | Nil |

| Roster Principle | | When roster principle may be breached | Consequence of breach |
|------------------|--|---|--|
| (14) | An Employee will not be required to work more than an average of one in two Weekends within a Roster Period | Where there is an Operational Requirement | Payment at the additional Base Salary Hourly Rate for each extra Weekend hour worked and all hours worked count towards the Roster Period |
| | | With the Employee's genuine agreement | Nil |
| (15) | An Employee will be notified of a change of shift by direct verbal communication in the form of face to face notification or by telephone conversation; unless alternative arrangements are mutually agreed to | N/A | The penalty payment outlined in sub-section 34(16) below will apply where notification requirements are not adhered to |
| (16) | An Employee will be given at least five days' notice before the commencement time of a change of shift/s | Where there is an Operational Requirement | Additional payment at the Base Salary Hourly Rate for each additional hour worked outside the previously rostered shift/s |
| (17) (a) | An Employee will receive a Minimum Rest Period of 11 hours after a period of duty of eight hours or more in duration but less than 14 hours in duration | At the direction of a Supervisor; and where there is an Operational Requirement | Additional payment at the Base Salary Hourly Rate for each hour worked until the Minimum Rest Period is taken and all hours worked within the Employee's normal attendance pattern count towards the Roster Period; or payment at the Overtime Rate for each hour worked where the hours of duty fall outside an Employee's normal attendance pattern until the Minimum Rest Period is taken |
| | | With the Employee's genuine agreement | Nil |

| Roster Principle | | When roster principle may be breached | Consequence of breach |
|-------------------------|--|---|--|
| (17) (b) | An Employee will receive a Minimum Rest Period of 14 hours after a period of duty of 14 hours or more in duration but less than 18 hours in duration | At the direction of a Supervisor; and where there is an Operational Requirement | Additional payment at the Base Salary Hourly Rate for each hour worked until the Minimum Rest Period is taken and all hours worked within the Employee's normal attendance pattern count towards the Roster Period; or payment at the Overtime Rate for each hour worked where the hours of duty fall outside an Employee's normal attendance pattern until the Minimum Rest Period is taken |
| | | With the Employee's genuine agreement | Nil |
| (17) (c) | An Employee will receive a Minimum Rest Period of 24 hours after a period of duty of 18 hours or more in duration | At the direction of a Supervisor; and where there is an Operational Requirement | Additional payment at the Base Salary Hourly Rate for each hour worked until the Minimum Rest Period is taken and all hours worked within the Employee's normal attendance pattern count towards the Roster Period; or payment at the Overtime Rate for each hour worked where the hours of duty fall outside an Employee's normal attendance pattern until the Minimum Rest Period is taken |
| | | With the Employee's genuine agreement | Nil |
| (18) | An Employee will not be required to work in excess of 60 hours over any seven day period | In an emergency or where operational continuity is essential | Additional payment at the Base Salary Hourly Rate for each hour worked in excess of the relevant limit and all hours worked count towards the Roster Period |

Other Roster Principles

- (19) An Employee will not be required to work more than 14 continuous hours in a 24 hour period.
- (20) The start and finish times of shift workers may be staggered to meet Operational Requirements and/or the needs of the Employees.
- (21) Where a Minimum Rest Period has been applied, the Employee will not have loss of hours or pay for Normal Working Hours occurring during the time off duty if that Employee was scheduled to attend normal duty.
- (22) An Employee is to be provided with 28 days' notice of rosters, with rosters placed on the AFP intranet or placed in an obvious place in the Employee's workplace.
- (23) An Employee will be given a mix of day, Afternoon Shifts or Night Shifts and will not be expected to work only one shift pattern during the Roster Period.
- (24) An Employee will not be disadvantaged in relation to their working hours where their working pattern is required to be broken to attend training courses or other activities that cannot be catered for in their normal pattern of attendance.
- (25) Unless agreed, an Employee will be given leave as full calendar days only.
- (26) Adequate Rest Days should be provided between blocks of duty and will include unbroken Weekends where possible.
- (27) Subject to the Operational Requirements of the AFP, the normal attendance pattern may take into account an Employee's preference to be scheduled for a Rest Day on a day of religious or special significance to the Employee.
- (28) Where an Employee performs duty during the changeover period between Standard Time and Daylight Saving Time, the Employee will be paid for the actual hours of the rostered shift pattern worked. However, an Employee whose normal rostered shift is reduced as a result of the changeover period between Standard Time and Daylight Saving Time will not be disadvantaged and will be paid as if they had worked their normal rostered shift.

35. Support Working Pattern

- (1) This section 35 does not apply to Executive Level Employees.
- (2) Employees assigned to the Support Working Pattern will work 40 hours of Ordinary Time per week averaged over a Three Month Averaging Period with an Employee's normal pattern of attendance being eight continuous hours per Working Day.
- (3) Where an agreement exists between the Supervisor and the Employee, the Employee may be able to work these hours flexibly within the Bandwidth. Where there is no agreement, an Employee's normal pattern of attendance, will be Core Hours.

Scheduling Principles

- (4) An Employee assigned to the Support Working Pattern will receive a Minimum Rest Period between each attendance or period of duty as follows:

- (a) for any period of duty of eight hours or more in duration but less than 14 hours duration, a Minimum Rest Period of eleven hours will apply;
 - (b) for any period of duty of 14 hours or more in duration but less than 18 hours duration, a Minimum Rest Period of 14 hours will apply; or
 - (c) for any period of duty of 18 hours or more in duration, a Minimum Rest Period of 24 hours will apply.
- (5) At the direction of a Supervisor, and where there is an Operational Requirement, an Employee may return to work prior to the completion of the Minimum Rest Period. Where this occurs the Employee will be paid an additional Base Salary Hourly Rate for each hour worked and the hours worked will count as Ordinary Time towards the Three Month Averaging Period until the Minimum Rest Period is taken.
- (6) With the Employee's genuine mutual agreement, an Employee may return to work prior to the completion of the Minimum Rest Period. Where this occurs, sub-section 35(5) will not apply.
- (7) An Employee assigned to the Support Working Pattern will not be required to work in excess of 60 hours over any seven day period.
- (8) In an emergency or where operational continuity is essential, the AFP may require an Employee to work more than 60 hours in a seven day period. Where this occurs, the Employee will be paid an additional payment at the Base Salary Hourly Rate for each hour worked in excess of the relevant limit and all hours worked count towards the Three Month Averaging Period.

Flex-time

- (9) Employees assigned to the Support working pattern will have access to approved flex-time.
- (10) Flex-time may be accessed during the Bandwidth. Where an Employee works approved hours outside the Bandwidth they will be paid at the Overtime Rate for each hour worked and will not accrue a Flex Credit; unless a Flexible Working Arrangement exists between the Employee and the AFP and the Employee's required hours of attendance fall outside the Bandwidth.
- (11) Overtime hours do not count towards the Employee's accrual of hours towards the Three Month Averaging Period.
- (12) All Flex Credit or Debit hours must be:
- (a) based on the Operational Requirements of the AFP; and
 - (b) approved by the Employee's Supervisor prior to the hours being accrued or taken.
- (13) Employees should take all reasonable steps to balance their Flex Debit or Credit. However, Supervisors and Employees have a shared responsibility to manage flex-time during a Three Month Averaging Period.

Flex Credit

- (14) A Flex Credit is the accumulation of time worked in addition to an Employee's Normal Working Hours of attendance over a Three Month Averaging Period.

- (15) Where possible, the majority of Flex Credits should be utilised within a current Three Month Averaging Period.
- (16) The Commissioner can reasonably direct the Employee at any time to work their normal pattern of attendance without access to flex-time.
- (17) A Flex Credit of up to 32 hours in a Three Month Averaging Period can be carried over from one Three Month Averaging Period to another averaging period.
- (18) The Commissioner may, in exceptional circumstances, approve an Employee to carry over more than 32 hours Flex Credits, to the next Three Month Averaging Period. In this case, these hours must be used in that subsequent Three Month Averaging Period.

Flex Debit

- (19) A Flex Debit up to a maximum of 16 hours can be carried over from one Three Month Averaging Period to a subsequent Three Month Averaging Period.
- (20) The Commissioner may, in exceptional circumstances, approve an Employee to carry over a Flex Debit greater than 16 hours to a subsequent Three Month Averaging Period. In these circumstances, the Employee must reduce their Flex Debit to 16 hours or less during that subsequent Three Month Averaging Period.
- (21) Nothing in this section prevents the Commissioner approving a request from an Employee to work outside the Core Hours or Bandwidth on a short term or ad-hoc basis in accordance with a Flexible Working Arrangement in section 89 of this Agreement.

Part 6 - Allowances and Other Entitlements

36. Overtime

- (1) This section 36 does not apply to Executive Level Employees.
- (2) Employees will be paid at the Overtime Rate for each approved hour of Overtime worked, or part there-of.
- (3) This section also applies wherever a provision of the Agreement refers to an Employee receiving payment at the Overtime Rate.
- (4) Overtime must be approved in writing by the Commissioner prior to the hours being worked. In an emergency situation, or where operational continuity is essential, verbal approval is sufficient. Written confirmation of that approval must be obtained as soon as reasonably practicable.
- (5) Overtime can be approved at any time within the Three Month Averaging Period or Roster Period where there is an identified Operational Requirement and where an Employee has met or exceeded their Normal Working Hours (considered on a pro-rata basis) over the Averaging or Roster Period.
- (6) The requirement in sub-section 36(5) above for an Employee to have met or exceeded their Normal Working Hours during a Three Month Averaging Period or Roster Period does not apply to:

- (a) Overtime paid under sub-section 33(11), 34(10) and 34(11) of this Agreement, where hours exceed limits provided for within the relevant working pattern;
 - (b) approved hours worked by an Employee assigned to the Support working pattern, which are outside the Bandwidth;
 - (c) Overtime paid under sub-section 44 of this Agreement - Close Duty Allowance; and
 - (d) approved hours worked outside an Employee's normal pattern of attendance on a Public Holiday.
- (7) An Employee cannot work Overtime on a day where they are on any form of leave unless the Overtime is a continuation of an Employee's normal pattern of attendance.
- (8) Overtime hours will not count towards the Employee's accrual of total hours worked within a Three Month Averaging Period or Roster Period.
- (9) Where the Commissioner approves, an Employee may elect to take time off in lieu instead of payment for Overtime. For the purposes of this sub-section, time off in lieu for approved Overtime will accrue at a rate of two hours off for each Overtime hour worked. Employees are required to utilise time off in lieu within the current Three Month Averaging Period or Roster Period; time off in lieu cannot be carried over in to the next Three Month Averaging Period or Roster Period.
- (10) Where, due to Operational Requirements, an Employee has not been able to utilise time off in lieu approved under sub-section 36(9) within the Three Month Averaging Period or Roster Period, payment of the original entitlement to Overtime will be made.

37. Temporary Operational Composite

- (1) This section 37 does not apply to Executive Level Employees.
- (2) The Commissioner may, in writing, determine that an Employee or group of Employees is required to work in accordance with the Rostered Operations or Operations working pattern for a short-term period for operational purposes.
- (3) Where an Employee normally works a role assigned to a Support working pattern, a temporary assignment to the Rostered Operations or Operations working pattern under this section 37:
- (a) can only be by mutual agreement;
 - (b) must be for at least seven calendar days; and
 - (c) cannot be for a period in excess of three months.
- (4) All Employees are required to work in accordance with the approved working pattern for the period of the temporary assignment and will receive payment of the Temporary Operational Composite. All provisions of the Employee's normal working pattern will cease to apply for the duration of the assignment.
- (5) The hours worked during an assignment under this section are treated in isolation and will be reconciled over the assignment period. 40 hours per week will be averaged over the period of assignment and will count toward the Employee's hours worked in the Three Month Averaging Period or Roster Period.

- (6) An Employee who is assigned under this section will receive payment at the Overtime Rate for all approved hours worked in excess of an average of 40 hours per week during the assignment. This payment will be paid at the conclusion of the temporary assignment.
- (7) The Temporary Operational Composite will not count as salary for superannuation purposes. Where an Employee was in receipt of a Core Composite immediately prior to assignment to a Temporary Operational Composite, the amount equivalent to the Core Composite will continue to count as salary for superannuation purposes for the period of assignment.

38. Critical Event Composite

- (1) This section 38 does not apply to Executive Level Employees.
- (2) Where a Critical Event arises, the Commissioner may, in writing, determine that a Critical Event Composite is payable to an Employee or group of Employees.
- (3) A Critical Event means an extraordinary event or series of events, determined by the Commissioner, which warrant assignment to a Critical Event Composite.
- (4) For the purposes of this section, a Critical Event is to meet the Operational Requirements of the AFP for situations including, but not limited to an emergency response.
- (5) The Critical Event Composite is 70% and will be calculated on an Employee's Base Salary.
- (6) The minimum period an Employee can be assigned to a Critical Event Composite is seven calendar days.
- (7) Payment of the Critical Event Composite recognises all hours worked during the Critical Event. An Employee will be scheduled to work during the Critical Event as required, taking into consideration any work health and safety requirements such as reasonable rest periods.
- (8) The payment of the Critical Event Composite commences from the date the Employee is assigned duties to the Critical Event and includes travel time in response to the Critical Event.
- (9) The Commissioner may determine a date that concludes payment of the Critical Event Composite.
- (10) An average of 40 hours per week will be attributed to the Employees Three Month Averaging Period or Roster Period.
- (11) An Employee who is assigned to a Critical Event will be provided with one Rest Day, for each seven calendar days of the assignment period. An Employee will take all Rest Days provided under this sub-section prior to the end of the Critical Event assignment. The Critical Event Composite will continue to be paid to the Employee on the Rest Days. This provision does not limit or restrict the ability to provide Employees with days or periods of time off duty during the Critical Event assignment.
- (12) The maximum number of Rest Days for the purposes of sub-section 38(11) above is 14 calendar days.

- (13) Where, due to Operational Requirements, an Employee has not been able to utilise all accrued Rest Days prior to the end of the Critical Event assignment, payment of the unused Rest Days will be made at a rate inclusive of Critical Event Composite.
- (14) Conditions of an Employee's normal working pattern cease to apply and no composite or penalty that applies under the Employee's normal working pattern will be paid when assigned to the Critical Event Composite.
- (15) An Employee is not entitled to allowances under Part 6 of this Agreement while the Employee is in receipt of a Critical Event Composite with the exception of the following:
 - (a) higher duties allowance; where the Employee would have received the allowance if not for the Critical Event;
 - (b) Use of Force Allowance;
 - (c) remote localities allowance; and
 - (d) any remuneration or allowance paid under an Individual Flexibility Arrangement.
- (16) The Critical Event Composite will not count as salary for superannuation purposes. Where an Employee was in receipt of a Core Composite immediately prior to assignment to a Critical Event, the amount equivalent to the Core Composite will continue to count as salary for superannuation purposes for the period of assignment.

39. Higher Duties Allowance

General

- (1) Subject to the applicable qualifying rules in sub-sections 39(8) - (14) below, a higher duties allowance will be paid to any Employee temporarily occupying the role acting at a Salary Band higher than their substantive Salary Band.
- (2) Higher duties allowance will be equal to the difference between the Employee's current Base Salary and the Base Salary that would be payable if they were promoted to the higher Salary Band, or a higher amount determined by the AFP.
- (3) Where an Employee is found to be eligible for Incremental Advancement at their acting Salary Band they will receive an appropriate increase in the rate of higher duties allowance. The Employee's Base Salary will be retained for all future periods of acting regardless of elapsed time.
- (4) For the purposes of sub-section 39(3), an Employee is eligible for Incremental Advancement if:
 - (a) they meet the requirements of section 11; and
 - (b) they have been acting for a period of at least 12 months, either continuously, or for a total of 12 months in the preceding 24 months.
- (5) Where an Employee is assigned only part of the higher duties, the Commissioner will determine the amount of allowance payable.
- (6) The Commissioner may shorten the qualifying period for higher duties allowance on a case-by-case basis.

- (7) Nothing in this section 39 prevents an Employee seeking an Individual Flexibility Arrangement in accordance with section 86 of this Agreement.

Higher duties qualification rules

- (8) Where an Employee is required to perform the duties of a role at a higher Salary Band for a period of:
- (a) not less than 10 consecutive calendar days for an Employee assigned to the Operations or Rostered Operations working patterns; or
 - (b) not less than 10 Working Days for an Employee assigned to the Support working pattern or performing higher duties at the Executive or SES levels; or
 - (c) an aggregate of more than 20 Working Days in a Financial Year,
- the Employee will be paid a higher duties allowance calculated in accordance with sub-sections 39(2) and (5) above (as applicable) for the entire period of higher duties.
- (9) Higher duties allowance will also be payable while an Employee is acting at a higher Salary Band as part of a job sharing arrangement where the duration of the arrangement meets the criteria in either sub-section 39(8)(a) or (b).
- (10) For the purposes of sub-section 39(8)(c), 'Working Days' will be based on an Employee's normal pattern of attendance during the period where they perform higher duties. Rest Days and Overtime will not count towards the calculation of aggregate days.
- (11) An Employee will only receive the Core Composite while on higher duties if the higher duties role is assigned to a Rostered Operations or Operations working pattern or a FTM Role.
- (12) Where an Employee (other than an Executive Level Employee) is directed to perform higher duties as an Executive Level Employee or SES Employee:
- (a) the Employee will be paid a pro-rata allowance for the duration of the higher duties, calculated in accordance with sub-section 39(2) and (5) above (as applicable); and
 - (b) the terms and conditions of this Agreement apply, except for:
 - (i) PART 5 - The AFP Working Patterns; and
 - (ii) PART 6 - Allowances and other Entitlements (other than this section 39).
- (13) Where an Employee is directed to perform higher duties as an Executive Level Employee in accordance with sub-section 39(12), where an Employee and the Commissioner agree, an Employee can elect to continue to receive their substantive salary and any Core Composite (where applicable) and will be subject to the restrictions in sub-section 39(12)(a) and (b) above.
- (14) Where an Executive Level Employee is directed to perform Higher duties at the level of an SES Employee:
- (a) the Employee will be paid a pro-rata allowance for the duration of the higher duties, calculated in accordance with sub-section 39(2) and (5) above (as applicable); and
 - (b) the terms and conditions of this Agreement applicable to Executive Level Employees apply, except for:
 - (i) PART 6 - Allowances and other Entitlements (other than this section 39).

40. Night Shift Allowance

- (1) This section 40 does not apply to Executive Level Employees.
- (2) An Employee performing a role assigned to the Rostered Operations or Operations working pattern will be paid a Night Shift allowance for each hour of work (or part thereof) performed between the hours of 0000-0600, as follows:

| Effective on the Commencement Date | Effective 12 months after the Commencement Date | Effective 24 months after the Commencement Date |
|------------------------------------|---|---|
| \$9.50 | \$9.88 | \$10.15 |

- (3) For the purpose of this section, any reference to "hours" is limited to actual hours worked and does not include:
 - (a) Overtime hours in accordance with section 36;
 - (b) any form of approved leave;
 - (c) time spent undertaking employment related travel in accordance with section 92;
 - (d) any period of Stand Down in accordance with section 31;
 - (e) attendance at an approved AFP training or development course (provided by the AFP or an external provider); or
 - (f) periods of Critical Event deployment in accordance with section 38.

41. Unsociable Hours Allowance

- (1) This section 41 does not apply to Executive Level Employees.
- (2) An Employee performing a role assigned to the Rostered Operations or Operations working pattern will be paid an unsociable hours allowance for each hour of work (or part thereof) performed between the hours of 0601-2359 Saturday and Sunday.
- (3) The rate of the unsociable hours allowance will be as follows:

| Effective on the Commencement Date | Effective 12 months after the Commencement Date | Effective 24 months after the Commencement Date |
|------------------------------------|---|---|
| \$4.82 | \$5.01 | \$5.14 |

- (4) The unsociable hours allowance will be payable in addition to any Composite allowance that may be payable for the hours worked.
- (5) The unsociable hours allowance will not be payable for any hours during:
 - (a) Overtime (although an Employee will continue to receive Overtime payments);
 - (b) any form of approved leave;
 - (c) employment related travel under section 92;
 - (d) a period of Stand Down under section 31;

- (e) attendance at an approved AFP training or development course (provided by the AFP or an external provider); or
- (f) periods of Critical Event deployment under section 38.

42. On-Call Allowance

- (1) This section 42 does not apply to Executive Level Employees, but does apply to Employees assigned to the Technical Specialist Framework.
- (2) Where an Employee is required, prior to ceasing duty, to be contactable at all times and available to immediately return to duty at any time, during the on-call period, the Employee will be entitled to be paid an on-call allowance for each period of up to 24 hours (or part thereof) at the rate outlined below:

| | Effective on the Commencement Date | Effective 12 months after the Commencement Date | Effective 24 months after the Commencement Date |
|---|---|--|--|
| Employees assigned to the Operations or Rostered Operations working patterns | | | |
| Monday to Thursday | \$41.59 | \$43.25 | \$44.42 |
| Friday | \$53.47 | \$55.61 | \$57.11 |
| Saturday, Sunday and Public Holidays | \$59.42 | \$61.80 | \$63.47 |
| Employees assigned to the Support Working pattern | | | |
| Monday to Thursday | \$53.47 | \$55.61 | \$57.11 |
| Friday | \$59.42 | \$61.80 | \$63.47 |
| Saturday, Sunday and Public Holidays | \$71.30 | \$74.15 | \$76.15 |

- (a) Where an Employee is required to be on-call for a continuous period of seven calendar days they will be paid a weekly rate, rather than the daily rate, as outlined below:

| | Effective on the Commencement Date | Effective 12 months after the Commencement Date | Effective 24 months after the Commencement Date |
|---|---|--|--|
| Employees assigned to the Operations or Rostered Operations working patterns | | | |
| Weekly rate | \$415.90 | \$432.54 | \$444.22 |

| Employees assigned to the Support Working pattern | | | |
|--|----------|----------|----------|
| Weekly rate | \$540.66 | \$562.29 | \$577.47 |

- (3) All Employees, regardless of working pattern, are able to be directed to be on-call for a period of seven calendar days in any 28 day period.
- (4) Where possible, the AFP will consult with Employees in the Support working pattern in relation to their availability to be on-call.
- (5) Where an Employee is in receipt of an on-call allowance, they are required to answer phone calls, emails and return to the workplace during the on-call period. Where an Employee who is on-call is not contactable, unavailable or absent for on-call duties without explanation, they will not be eligible for the on-call allowance.
- (6) An Employee will not be required to be on-call, or eligible to receive the on-call allowance, when they are on any form of leave.
- (7) Where an Employee agrees to be on-call in excess of seven calendar days (but less than 14 calendar days) in a 28 day period, they will be paid the following on-call allowance for any additional days as follows:

| | Effective on the Commencement Date | Effective 12 months after the Commencement Date | Effective 24 months after the Commencement Date |
|--------------------------------------|---|--|--|
| Monday to Thursday | \$53.47 | \$55.61 | \$57.11 |
| Friday | \$59.42 | \$61.80 | \$63.47 |
| Saturday, Sunday and Public Holidays | \$71.30 | \$74.15 | \$76.15 |

- (a) Where, under this sub-section, an Employee is required to be on-call for additional continuous blocks of seven days they will be paid a weekly rate, rather than a daily rate, as follows:

| | Effective on the Commencement Date | Effective 12 months after the Commencement Date | Effective 24 months after the Commencement Date |
|-------------|---|--|--|
| Weekly rate | \$540.66 | \$562.29 | \$577.47 |

- (b) Where an Employee is required to be on-call in addition to sub-section 42(7)(a) above but for less than seven continuous days they will be paid a daily rate for the additional days, as follows:

| | Effective on the Commencement Date | Effective 12 months after the Commencement Date | Effective 24 months after the Commencement Date |
|-------------------|---|--|--|
| Additional period | \$77.24 | \$80.33 | \$82.50 |

- (8) An on-call allowance is paid for each period of up to 24 hours, which can cross a calendar day. Where a period of on-call crosses a calendar day and entails two differing rates of payment, the Employee will be paid whichever is the higher of the two rates of payment.
- (9) To be eligible to claim recall to duty, whilst required to be on-call, an Employee must demonstrate that:
 - (a) they were required to perform work on behalf of the AFP;
 - (b) such work is recorded in the relevant time recording system; and
 - (c) the minimum amount of time required of them in relation to the recall to duty was 30 minutes.
- (10) The on-call allowance is not payable where an Employee is in receipt of a close duty allowance or Critical Event Composite.

43. Recalled to Duty

- (1) This section 43 does not apply to Executive Level Employees.
- (2) Where an Employee is directed to perform duty at any location outside periods of an expected or scheduled pattern of attendance or a rostered shift they will be recalled to duty.
- (3) A recall to duty can only occur where an Employee is absent from the workplace and the hours are not consecutive to the Employee’s Normal Working Hours.
- (4) A recall to duty does not apply:
 - (a) to work performed during a normal pattern of attendance;
 - (b) where an Employee is already at work and is required to continue working to meet an Operational Requirement; or
 - (c) where a Supervisor has required an Employee to vary their normal pattern of attendance in accordance with sub-section 33(16)(a) of this Agreement.
- (5) Where an Employee is subject to multiple recalls to duty within a calendar day and the cumulative time spent performing such duties is 30 minutes or more, the recall to duty will be treated as a single instance for the purposes of sub-section 43(8) below.
- (6) Reasonable travel time (up to 30 minutes each way) for commuting directly to or from the AFP (or other location, as directed by the AFP) to respond to a recall to duty will count towards the recall to duty period worked.

Recall While On-call

- (7) Where an Employee is in receipt of an on-call allowance and is recalled to duty, all hours (or part thereof) worked during a recall will be paid at the Overtime Rate.

Recall While Not On-call

- (8) Where an Employee is not in receipt of an on-call allowance and is recalled to duty, the Employee will be paid whichever of the following applies:
- (a) if the period of recall to duty is less than 30 minutes—the Overtime Rate for the actual time worked; or
 - (b) if the period of recall to duty is 30 minutes or more, the greater of:
 - (i) the Overtime Rate for a minimum of two and a half hours; or
 - (ii) the Overtime Rate for the actual hours (or part thereof) worked.
- (9) An Employee is unable to be recalled to duty whilst on any form of approved leave unless exceptional circumstances warrant a recall to duty as determined by the Commissioner.
- (10) Where an Employee is recalled to duty from approved leave:
- (a) they will be paid in accordance with sub-section 43(8);
 - (b) the affected period of leave will be re-credited; and
 - (c) if the actual hours worked are less than 8 hours, the Employee will have 8 hours (inclusive of the actual hours worked) credited towards the Employee’s accrual of total hours worked within the relevant Three Month Averaging Period or Roster Period.

44. Close Duty Allowance

- (1) This section 44 does not apply to Executive Level Employees.
- (2) Where an Employee is directed to remain in attendance at a place of duty outside of their expected pattern or hours of attendance, and the Employee is required to be available to immediately recommence duty, a close duty allowance will be paid for each 24 hour period requiring availability to immediately recommence duty.
- (3) A period of close duty can only occur between the Employee’s expected pattern or hours of attendance.
- (4) Only one close duty allowance is payable in a 24 hour period and will be paid at the rate outlined below:

| Effective on the Commencement Date | Effective 12 months after the Commencement Date | Effective 24 months after the Commencement Date |
|---|--|--|
| \$59.42 | \$61.80 | \$63.46 |

- (5) Where an Employee in receipt of the close duty allowance is required to immediately recommence duty, they will be paid the greater amount of:

- (a) the actual hours worked at the Overtime Rate; or
- (b) a minimum of one hour at the Overtime Rate,

for each 24 hour period the close duty allowance is payable. Where an Employee is required to recommence duty on multiple occasions during the 24 hour period, the accumulated time worked will be treated as a single instance of duty for the purposes of these sub-sections 44(5)(a) and (b).

- (6) A close duty allowance is not payable where an Employee is in receipt of an on- call allowance or a Critical Event Composite.

45. Remote Localities Allowance

- (1) A remote localities allowance will be paid to an Employee who is deployed to a specified remote location determined by the Commissioner.
- (2) The remote localities allowance is a taxable payment that is paid fortnightly and is payable to Employees during periods of paid leave. This is classified as a location allowance for the purposes of superannuation legislation and does not count as salary for superannuation purposes.
- (3) The Commissioner may vary the specified remote locations and allowance payable during the life of this Agreement. Payment of the allowance will not be pro-rated for Part-Time Employees.

46. Workplace Responsibility Allowance

- (1) A workplace responsibility allowance will be paid to an Employee appointed by the AFP or elected by eligible peers to one of the following roles:
 - (a) First Aid Officer;
 - (b) Health and Safety Representative;
 - (c) Emergency Warden;
 - (d) Harassment Contact Officer;
 - (e) Mental Health First Aid Officer; or
 - (f) Confidant.
- (2) An Employee is not to receive more than one workplace responsibility allowance unless approved by the Commissioner due to Operational Requirements.
- (3) The workplace responsibility allowance rate for the operation of this Agreement will be as follows:

| Effective on the Commencement Date | Effective 12 months after the Commencement Date | Effective 24 months after the Commencement Date |
|---|--|--|
| \$30.51 per fortnight | \$31.73 per fortnight | \$32.59 per fortnight |

- (4) As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the minimum rates in the table above.
- (5) The full allowance is payable regardless of flexible work and part-time arrangements.
- (6) An Employee's physical availability to undertake the role will be considered by the AFP when appointing and reappointing Employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental First Aid Officers, Confidants and Health and Safety Representatives depending on work group arrangements.
- (7) Casual Employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

47. Rapid Deployment Allowance

- (1) This section 47 does not apply to Executive Level Employees.
- (2) The Commissioner may, in writing, determine that a Rapid Deployment Allowance is payable to an Employee or group of Employees assigned to perform duties of specific roles requiring the Employee to maintain the status of being readily deployable.
- (3) The Rapid Deployment Allowance is \$10,000 per annum and will be paid to eligible Employees on a fortnightly basis in arrears. Payment will commence on the date the Employee is assigned duties in a role specified by the Commissioner under sub-section 47(2) above.
- (4) Payment of the Rapid Deployment Allowance will immediately cease if an Employee is no longer performing duties of a role as determined by the Commissioner in accordance with sub-section 47(2) above.
- (5) The Rapid Deployment Allowance will not count as salary for superannuation purposes.

48. Use of Force Allowance

- (1) A use of force allowance will be payable to Employees with a current Use of Force certification.
- (2) The use of force allowance is:

| Effective on the Commencement Date | Effective 12 months after the Commencement Date | Effective 24 months after the Commencement Date |
|------------------------------------|---|---|
| \$3,000 per annum | \$3,500 per annum | \$4,000 per annum |

- (3) The use of force allowance will be paid to eligible Employees on a fortnightly basis in arrears. Payment of the allowance will not be pro-rated for Part-Time Employees.

- (4) An Employee who has previously held, but is unable to maintain, the required qualifications may continue to receive the use of force allowance in special circumstances as determined by the Commissioner.

Part 7 - Executive Level Allowances and Other Entitlements

- (1) This Part 7 only applies to Executive Level Employees.

49. Parking Facilities

- (1) An Executive Level Employee will be provided with car parking facilities at or within a reasonable distance from their primary work location.
- (2) Where car parking facilities are not available, the Executive Level Employee will receive an allowance of \$2,000 per annum, paid fortnightly on a pro-rata basis in the form of a regular taxable payroll amount.
- (3) An Executive Level Employee cannot encash this entitlement.
- (4) The parking facility, whether used or paid as an allowance, will count as salary for superannuation purposes with the value of the facility set at \$2,000 per annum.

50. Fitness Allowance

- (1) An Executive Level Employee will be entitled to a one off taxable payment of \$650 per Financial Year, provided that they meet the AFP Executive Level standard for fitness.
- (2) This payment will not count as salary for superannuation purposes.
- (3) Payment of the allowance will not be pro-rated for Part-Time Employees.

51. Use of Own Vehicle

- (1) Executive Level Employees will be required to make their own arrangements at their own cost for all Localised Business Travel.
- (2) Executive Level Employees do not have access to AFP provided fleet vehicles for Localised Business Travel.
- (3) Where a sworn Executive Level Employee is required to undertake travel for official business purposes and is in control of any AFP issued controlled items, the Employee may use an AFP operational vehicle for this purpose.

52. Executive Level TOIL

- (1) Executive Level Employees are sometimes required to work reasonable additional hours. Consistent with the NES, Employees may refuse to work unreasonable additional hours.
- (2) Executive Level Employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the AFP.

- (3) A Supervisor is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to Executive Level Employees can be taken as whole or part days.
- (4) The working arrangements for an Executive Level Employee should be agreed through discussion between the Supervisor and the Executive Level Employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the Executive Level Employee to balance their work and personal life.
- (5) An Executive Level Employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the Executive Level Employee and their Supervisor.
- (6) The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
- (7) Requests from Executive Level Employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to Operational Requirements.

Part 8 - Leave

53. Standard Annual Leave

- (1) An Employee, other than a Casual Employee or Executive Level Employee, will accrue 228 hours (six weeks) Annual Leave per year of service progressively to be credited monthly.
- (2) An Executive Level Employee (other than a Casual Employee) will accrue 190 hours (five weeks) Annual Leave per year of service progressively to be credited monthly.
- (3) Periods of Annual Leave count as service for all purposes.
- (4) A Part-Time Employee will accrue Annual Leave on a pro-rata basis.
- (5) The Commissioner may approve an application for Annual Leave subject to the reasonable Operational Requirements of the AFP and the Employee's Annual Leave balance. The Commissioner must not unreasonably refuse a request by the Employee to take paid Annual Leave.
- (6) Where Annual Leave is cancelled or the Employee is recalled to duty, the Employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required. This sub-section 53(6) does not apply to Employees who are in receipt of the Rapid Deployment Allowance in section 47 of this Agreement.
- (7) Annual leave will be paid out on cessation of employment, unless an alternative arrangement is requested by an Employee, agreed to by the AFP, and is available under law.

Excessive Annual Leave Balances

- (8) Where an Employee's (other than an Executive Level Employee) accrued Annual Leave balance exceeds 304 hours (eight weeks), the Commissioner may direct an Employee to

take Annual Leave for a period of 76 hours (two weeks) in order for the leave balance to be reduced to an acceptable level.

- (9) Executive Level Employees must take a minimum Annual Leave period of 38 hours (one week) in a continuous block each Financial Year. The period can be inclusive of a maximum of two Public Holidays or days that are treated as Public Holidays in accordance with section 69.
- (10) Where an Executive Level Employee has not taken the minimum Annual Leave period in the previous Financial Year, the Commissioner may direct an Executive Level Employee to take 38 hours (one week) of Annual Leave at a time determined by the Commissioner.
- (11) It is expected that an Executive Level Employee will use their Annual Leave as it accrues resulting in a maximum accrued Annual Leave balance of 190 hours (5 weeks) at any point in time.
- (12) Where an Executive Level Employee has an accrued Annual Leave balance that exceeds 266 hours (7 weeks), the Commissioner may direct the Executive Level Employee to take a period of Annual Leave at a time determined by the Commissioner.
- (13) The Commissioner will consider the reasonableness of the requirement to take Annual Leave before issuing a direction under sub-sections 53(8), (10) or (12).

Cash Out of Annual Leave

- (14) An Employee may, on three occasions per Financial Year, apply to the Commissioner to cash out a period of Annual Leave they have accrued and been credited. The minimum amount for cash out is one month's accrual (19 hours for Band 1-8 and TSF Employees, or 15.8 hours for Executive Level Employees) of Annual Leave.
- (15) An Employee in receipt of Higher Duties Allowance may only cash out Annual Leave if, at the date of cashing out, the Employee has occupied the role for which they are in receipt of the Higher Duties Allowance for a period of 6 months or more. Each cashing out is limited to a maximum of three week's accrual and may only occur on up to two occasions each Financial Year, which must be at least six months apart.
- (16) Annual Leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid Annual Leave being less than 152 hours (four weeks).
- (17) An Employee will not be eligible to cash out Annual Leave unless they have taken at least 38 hours of Annual Leave in the 12 months prior to the cash out request.
- (18) Each cashing out of a particular amount of paid Annual Leave must be by a separate agreement in writing between the Commissioner and the Employee.
- (19) The Employee will be paid in a lump sum the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone. The lump sum payment does not affect an Employee's salary for superannuation purposes.

Cash Out of Annual Leave whilst on Long Service Leave

- (20) Subject to sub-section 53(16) above, an Employee who takes a period of Long Service Leave (at full pay) in excess of seven calendar days may also apply to the Commissioner to cash out a period of Annual Leave they have accrued and been credited.

- (21) The minimum amount for cash out is one month's accrual (19 hours for Band 1-8 Employees and TSF Employees, or 15.8 for Executive Level Employees) of Annual Leave for each occasion and the cash out must occur during the period of Long Service Leave.
- (22) Each request is subject to the requirements of sub-sections 53(17), 53(18) and 53(19) above.

Reduced Accrual of Annual Leave

- (23) An Employee may apply to the Commissioner to reduce the accrual rate of Annual Leave in return for an allowance paid fortnightly over 52 weeks. This allowance will be equal to the value of the Annual Leave that is reduced.
- (24) An Employee may only reduce their accrual in blocks of 38 hours and by a maximum of 76 hours per Financial Year. As such, accrual of Annual Leave cannot, at any stage be less than 152 hours (four weeks) per year.
- (25) An application will only be approved for reductions of future Annual Leave credits. An application to retrospectively reduce already accrued Annual Leave credits will not be approved. An application will not be approved if it would result in the Employee receiving a lesser entitlement to Annual Leave than that in the NES.
- (26) Reduced accrual of Annual Leave does not affect an Employee's salary for superannuation purposes.

Purchased Annual Leave

- (27) An Employee may apply to the Commissioner to purchase additional Annual Leave in 38 hour blocks up to a maximum of 152 hours (four weeks) in return for a pro-rata deduction from their fortnightly Base Salary.
- (28) Only one application may be made per Financial Year.
- (29) Any purchased Annual Leave must be used within 12 months of the purchased Annual Leave being credited and prior to other standard Annual Leave being utilised.
- (30) The value of any unused purchased Annual Leave at the end of the 12 month period will be paid to the Employee.
- (31) By default, an Employee assigned to an Operations , Rostered Operations working pattern or FTM Role, will have a pro-rata deduction from their fortnightly Base Salary inclusive of the Core Composite in order to receive payment of the Core Composite during a period of Purchased Annual Leave.
- (32) Should an Employee change to a role under a different working pattern between the time of application of Purchased Annual Leave to the time it is taken, deductions from their fortnightly Base Salary will be adjusted.
- (33) Purchased Annual Leave cannot be taken at half pay.
- (34) The deduction in fortnightly Base Salary does not affect the Base Salary for superannuation purposes.

Annual Leave at Half Pay

- (35) An Employee may apply to the Commissioner to take a period of Annual Leave at half pay. Where an Employee is approved to take a period of Annual Leave at half pay the Employee will be paid at half pay across the entire duration of the leave.
- (36) Unless approved by the Commissioner, an Employee with an Annual Leave accrual of more than 152 hours (four weeks) at the time of application cannot access Annual Leave at half pay.
- (37) The minimum approval period for Annual Leave at half pay is one Working Day.

54. Personal/Carer's Leave with Pay

- (1) An Employee, other than a Casual Employee, will be entitled to 136 hours and 48 minutes (18 seven hour 36 minute days) of paid Personal/Carer's Leave per year of service.
- (2) A Part-Time Employee will accrue Personal/Carer's Leave on a pro-rata basis.
- (3) Personal/Carer's Leave will accrue from year to year but will not be paid out on termination of employment.
- (4) An Employee will not be entitled to be paid Personal/Carer's Leave while also taking Parental Leave, except as otherwise provided by legislation.

Accrual

- (5) Subject to sub-section 54(7) below, 136 hours and 48 minutes (18 seven hour 36 minute days) of Personal/Carer's Leave will be credited upon an Employee's engagement with the AFP. After 12 months of service, the Employee's leave will accrue progressively and be credited monthly.
- (6) Subject to sub-section 54(7) below, for a non-ongoing Employee, Personal/Carer's Leave will be credited upon the Employee's engagement with the AFP. This will be 136 hours and 48 minutes (18 seven hour 36 minute days) leave pro-rated based on the Employee's initial contract period, and is capped at 136 hours and 48 minutes (18 seven hour 36 minute days). After the initial contract period or 12 months, whichever is shorter, or where the Employee has an existing entitlement to Personal/Carer's Leave, leave will accrue progressively and be credited monthly.
- (7) An Employee engaged by the AFP, and whose former Personal/Carer's Leave credit is recognised by the AFP under section 71, accrues leave progressively and credited monthly from the Employee's date of engagement.
- (8) A Casual Employee may be absent without pay when not fit for work due to personal illness or injury. A Casual Employee may access 2 days unpaid Carer's Leave per occasion, consistent with the NES.

Usage

- (9) An Employee may take Personal/Carer's Leave in the following circumstances:
 - (a) where the Employee is not fit for work because of a personal illness, or personal injury; or

- (b) to provide care or support to a member of the Employee’s Family or a member of the Employee’s household, or a person they have caring responsibilities for, who requires care or support because of:
 - (i) a personal illness, or personal injury affecting the other person; or
 - (ii) an unexpected emergency affecting the other person; or
- (c) to attend appointments with a registered health practitioner; and/or
- (d) to manage a chronic condition.

(10) Leave at half pay may be approved by the Commissioner.

Caring responsibilities

- (11) A person that an Employee has caring responsibilities for may include a person who needs care because they:
- (a) have a medical condition, including when they are in hospital;
 - (b) have a mental illness;
 - (c) have a disability;
 - (d) are frail or aged; and/or
 - (e) are a Child, not limited to a Child of the Employee.

Certification Requirement

- (12) An Employee may be required to provide Acceptable Evidence to support an application for Personal/Carer’s Leave:
- (a) where the Employee is absent for three or more consecutive occurrences; or
 - (b) where they have been absent for more than 60 hours without evidence in a Financial Year.
- (13) The application of sub-section 54(12) will not be pro-rated for Part-Time Employees.
- (14) For a non-medical unexpected emergency an Employee is required to provide Acceptable Evidence to support an application for Personal/Carer’s Leave.
- (15) A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both Personal and Carer’s Leave.

Serious Illness Registry

- (16) Employees who maintain a minimum balance of 273 hours and 36 minutes (36 days) personal/carer’s leave may donate up to a maximum of 15 hours and 12 minutes (2 days) of their accrued personal leave credits, per Financial Year, to the Serious Illness Registry.
- (17) Employees who accrue personal/carer’s leave under this section 54 and who have a non-compensable serious personal injury or illness may apply to access the Serious Illness Registry leave credits.
- (18) The Commissioner may grant an Employee access to Serious Illness Registry leave credits. Before granting an Employee access to Serious Illness Registry leave credits, the Commissioner will have regard to relevant matters including the Serious Illness Registry leave balance and any other forms of paid leave that may be available to the Employee.

- (19) Access to the Serious Illness Registry will only be provided in instances of non-compensable serious illness or injury (including mental illness or injury) not arising out of, or in the course of, or contributed to by, the Employee's employment by the Commonwealth, and which requires the Employee to be absent from work. A serious illness or injury covered by this subsection may include, but is not limited to, conditions such as:
- (a) stroke;
 - (b) cancer;
 - (c) heart attack;
 - (d) severe injury from an accident or other event;
 - (e) recovery from major surgery;
 - (f) final stages of a terminal illness.
- (20) Leave accessed from the Serious Illness Registry will count as service for all purposes.
- (21) Employees will continue to accrue leave credits (e.g. annual leave and personal/carer's leave) when accessing the leave credits from the Serious Illness Registry.
- (22) To access the Serious Illness Registry, a medical certificate or letter from a registered health practitioner is required.

55. Personal/Carers Leave without Pay

- (1) An Employee may take Personal/Carer's Leave without pay in accordance with the NES.
- (2) Approved Personal/Carer's Leave without pay will not break continuity of service. However, unless otherwise determined by the Commissioner, periods of Personal/Carer's Leave without pay in excess of 30 calendar days in any 12-month period will not count as service for any purpose, unless required by legislation.

56. Referrals for Medical Advice

- (1) Where the Commissioner is concerned about an Employee's fitness for duty, the Commissioner may, at AFP expense, direct an Employee to attend to the following so as to provide the AFP a report regarding any potential medical condition or diagnosis of the Employee:
- (a) attend an assessment by a suitably qualified, registered health practitioner nominated by the AFP; and/or
 - (b) a consultation with the Employee's health practitioner.
- (2) In the circumstances where a medical certificate or other supporting material provided by the Employee's treating health practitioner or specialist conflicts with that obtained from a registered health practitioner engaged by the AFP, the AFP reserves the right to rely on the opinion of the registered health practitioner engaged by the AFP.

57. Mandatory Rest Days

- (1) This section 57 does not apply to Executive Level Employees.
- (2) Employees will be entitled to receive four Mandatory Rest Days over the period 1 March to the last day in February the following year. The Mandatory Rest Days will be credited on 1 March each year to which this Agreement applies.
- (3) Subject to sub-section 57(7) below, the four Mandatory Rest Days must be used within the 12-month period after which the entitlement is credited.
- (4) Mandatory Rest Days must be taken in accordance with arrangements made between an Employee and their Supervisor. Supervisors must ensure Employees are granted reasonable opportunities to utilise their Mandatory Rest Days within the 12-month period.
- (5) Mandatory Rest Days that have been credited to an Employee may be taken consecutively where Operational Requirements permit.
- (6) Unused Mandatory Rest Days will not accrue into the following 12-month period.
- (7) Where an Employee provides reasonable grounds as to why they have been unable to meet the requirements of this section 57 in using their Mandatory Rest Days, the Commissioner may determine that the Employee is entitled to be credited with the unused Mandatory Rest Days. A determination under this sub-section will be based on a written submission setting out the reasons why the Employee has not been able to meet the requirements of this section 57.

Accrual of an additional Mandatory Rest Day

- (8) An Employee, who used 304 hours (eight weeks) or more of Annual Leave (inclusive of any cash out of Annual Leave or a reduced accrual of Annual Leave) in a Financial Year, will have one additional Mandatory Rest Day credited to their Mandatory Rest Day balance on the first day of September immediately following the Financial Year.

58. Long Service Leave

- (1) An Employee is eligible for Long Service Leave in accordance with the Long Service Leave Act.
- (2) The minimum period for which Long Service Leave will be granted is 7 calendar days (whether taken at full or half pay). Long Service Leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave at section 59 of this Agreement.
- (3) Rest Days that fall immediately outside the dates of the approved application will not incur a deduction of Long Service Leave.

59. Re-crediting of Leave

- (1) When an Employee is on:
 - (a) Annual Leave;
 - (b) Purchased Annual Leave;

- (c) Defence Reservist Leave;
- (d) First Nations Ceremonial Leave;
- (e) NAIDOC Leave;
- (f) Cultural Leave; or
- (g) Long Service Leave; and

becomes eligible for, under legislation or this Agreement:

- (h) Personal/Carer's Leave;
- (i) Compassionate or Bereavement Leave;
- (j) Emergency Response Leave;
- (k) leave to attend to Family and Domestic Violence circumstances; or
- (l) Parental Leave, Premature Birth Leave, Stillbirth Leave or Pregnancy Loss Leave;

the affected period of leave will be re-credited.

- (2) When an Employee is on Personal/Carer's Leave and becomes eligible for Parental Leave, Premature Birth Leave, Stillbirth Leave or Pregnancy Loss Leave, the affected period of leave will be re-credited.
- (3) Re-crediting of leave under sub-sections 59(1) and (2) is subject to appropriate evidence of eligibility for the substituted leave.
- (4) Mandatory Rest Days may be re-credited to the extent of a period of approved Compassionate or Bereavement Leave, Pregnancy Loss Leave, Premature Birth Leave, Stillbirth Leave, Emergency Response Leave, leave to attend to Family and Domestic Violence circumstances, and Personal/Carer's Leave, where appropriate evidence is provided. There is no ability to convert Mandatory Rest Days to any other form of leave.

60. Compassionate and Bereavement Leave

Compassionate Leave

- (1) Employees will be eligible for 3 Working Days paid compassionate leave on each occasion when:
 - (a) a member of their Family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
 - (b) the Employee or their Partner has a miscarriage.
- (2) An Employee may be asked to provide evidence to support their absences on compassionate leave.
- (3) Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- (4) For Casual Employees, compassionate leave is unpaid.

Bereavement leave

- (5) Employees will be eligible for 3 Working Days paid bereavement leave on each occasion when:
 - (a) a member of their Family (including a member of their household) or someone they had a close personal relationship with dies; or
 - (b) a Child is stillborn, where the Child was a member of their Family (including a member of their household).
- (6) An Employee may be asked to provide evidence to support their absences on bereavement leave.
- (7) Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- (8) An Employee may be granted a further 5 Working Days paid bereavement leave in circumstances covered by sub-section 60(5) above.
- (9) For Casual Employees, bereavement leave is unpaid.

61. Parental Leave

- (1) A Primary Caregiver, Secondary Caregiver and Maternity Leave Act are defined in the definitions section.
- (2) An Employee who is a Primary Caregiver or Secondary Caregiver is entitled to Parental Leave up until 24 months from the date of the Child's birth or placement (Parental Leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The Parental Leave period does not extend non- ongoing employment where the employment period remaining is less than 24 months. An Employee is only eligible for Parental Leave with pay as either a Primary Caregiver or a Secondary Caregiver for the particular Parental Leave period, and cannot switch roles for the purpose of accessing additional paid leave.
- (3) For the pregnant Employee, the Parental Leave period starts on commencement of maternity leave as per Maternity Leave Act requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant Employee will be as required by the Maternity Leave Act.
- (4) Conditions in this Agreement will continue to apply in circumstances where successor legislation to the Maternity Leave Act does not provide Parental Leave conditions included in this Agreement.

Payment during parental leave

- (5) An Employee is entitled to parental leave with pay as per sub-sections 61(7) and (8) below within the Parental Leave period. Any further Parental Leave during the Parental Leave period is without pay. Unused paid Parental Leave remaining at the end of the Employee's Parental Leave period will lapse. An Employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this Agreement during the Parental Leave period that would otherwise be without pay.
- (6) Employees newly engaged or who have moved to the AFP from another Commonwealth agency are eligible for the paid Parental Leave in sub-sections 61(7) and (8) where such paid leave had not already been provided by a Commonwealth employer in the 24 months

since the Child's date of birth or placement. If the paid leave used by the Employee with the previous Commonwealth employer is less than the limits specified in sub-sections 61(7) and (8), the balance is available to the Employee.

- (7) An Employee who is a Primary Caregiver is entitled to Parental Leave with pay during the Parental Leave period to a maximum of 18 weeks as provided in Table 1 below.

Table 1: Primary Caregivers – circumstances for paid Parental Leave

| Paid leave entitlement under the Maternity Leave Act | Additional Parental Leave with pay under this Agreement for the Primary Caregiver |
|--|--|
| 12 weeks' paid maternity leave, including any reduced paid maternity leave period due to Maternity Leave Act qualifying period rules | Paid leave to bring the total period of paid parental leave to 18 weeks |
| No Maternity Leave Act eligibility or coverage | 18 weeks |

- (8) An Employee who is a Secondary Caregiver is entitled to Parental Leave with pay during the Parental Leave period as provided in Table 2 below.

Table 2: Secondary Caregivers – circumstances for paid Parental Leave

| Period which coincides with the Parental Leave period for the Secondary Caregiver | Parental Leave with pay under this Agreement |
|--|---|
| Date of commencement of this Agreement to 28 February 2025 | 8 weeks, or top up to 8 weeks where a lesser period of Parental Leave has already been provided |
| 1 March 2025 to 28 February 2026 | 11 weeks, or top up to 11 weeks where a lesser period of Parental Leave has already been provided |
| 1 March 2026 to 27 February 2027 | 14 weeks, or top up to 14 weeks where a lesser period of Parental Leave has already been provided |
| On and from 28 February 2027 | 18 weeks, or top up to 18 weeks where a lesser period of Parental Leave has already been provided |

Flexibility

- (9) Parental Leave with pay, whether provided as maternity leave under the Maternity Leave Act or under this Agreement, can be accessed flexibly during the Parental Leave period and does not have to be taken in a single block. For the avoidance of doubt, Parental

Leave can be used to replicate a part-time work arrangement, and can be taken concurrently with another parent in relation to the same Child.

- (10) Rate of payment during paid Parental Leave is the same as for an absence on Personal/Carer's Leave and based on the Employee's weekly hours at the time of the absence.

Half-pay option

- (11) The payment of any paid Parental Leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid Parental Leave counts as service for all purposes, where permitted by legislation.

Adoption and long-term foster care

- (12) An Employee who is a Primary Caregiver or Secondary Caregiver is entitled to Parental Leave in accordance with this Agreement for adoption or long-term foster care, provided that the Child:
- (a) is under 16 as at the day (or expected day) of placement;
 - (b) has not lived continuously with the Employee for a period of six months or more as at the day (or expected day) of placement; and
 - (c) is not (otherwise than because of the adoption) a Child of the Employee or the Employee's spouse or De facto partner.
- (13) Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for Parental Leave for adoption or long-term foster carer purposes.

Stillbirth

- (14) Parents of a stillborn Child remain eligible for Parental Leave, except for paid leave for the Secondary Caregiver which is two weeks.
- (15) A stillborn Child is a Child:
- (a) who weighs at least 400 grams at delivery or whose period of gestation was 20 weeks or more;
 - (b) who has not breathed since delivery; and
 - (c) whose heart has not beaten since delivery.

Pregnancy loss leave

- (16) A pregnant Employee who experiences, or an Employee whose Partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
- (17) Pregnancy Loss Leave is in addition to entitlements to Compassionate Leave for miscarriage provided under the Fair Work Act and this Agreement.

Premature birth leave

- (18) In circumstances of a live birth before 37 weeks' gestation a pregnant Employee, or an Employee whose Partner has given birth prematurely, is entitled to paid Premature Birth Leave from the date of the Child's birth up to just before 37 weeks' gestation. Parental Leave with pay is then available from what would have been 37 weeks' gestation in accordance with Parental Leave in this Agreement, noting the Parental Leave period commences on the Child's date of birth.

Parental Leave Transitional Provisions

- (19) Employees eligible for paid leave under the Maternity Leave Act are required under legislation to use their paid maternity leave first. In this circumstance, the Employee may postpone their paid Premature Birth Leave otherwise payable under sub-section 61(18) above until after the legislated paid maternity leave is used.

62. Defence Reservist Leave

- (1) The AFP will give an Employee leave with or without pay to undertake:
- (a) Australian Defence Force (**ADF**) Reserve and continuous full-time service (**CFTS**); and
 - (b) Australian Defence Force Cadet obligations.
- (2) An Employee who is a Defence Reservist can take leave with pay for:
- (a) up to 4 weeks (20 days) in each Financial Year (pro-rata for Part-Time Employees); and
 - (b) an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for Part-Time Employees).
- (3) Leave can be built up and taken over 2 consecutive Financial Years. This includes the extra 2 weeks in the first year of service.
- (4) An Employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each Financial Year to perform their duties. Australian Defence Force Cadets means:
- (a) Australian Navy Cadets;
 - (b) Australian Army Cadets; and
 - (c) Australian Air Force Cadets.
- (5) In addition to the entitlement at sub-section 62(2) above, paid leave may be granted to an Employee to attend an interview or medical examination in connection with the enlistment of the Employee in a Reserve Force of the Defence Force.
- (6) Paid Defence Reservist Leave counts for service.
- (7) Unpaid Defence Reservist Leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- (8) Unpaid leave taken over 6 months counts as service, except for Annual Leave.
- (9) An Employee will not need to pay their tax free ADF Reserve salary to the AFP for any reason.

63. Defence Service Sick Leave

- (1) An Employee is eligible for Defence Service Sick Leave credits when the Department of Veterans Affairs (**DVA**) has certified that an Employee's medical condition is as a result of either:
 - (a) war like service; or
 - (b) non-war like service.
- (2) An eligible Employee can get 2 types of credits:
 - (a) an initial credit of 9 weeks (45 days) Defence Service Sick Leave (pro-rata for Part-Time Employees) will apply as at the following dates, whichever is later:
 - (i) they start employment with the AFP; or
 - (ii) DVA certifies the condition; and
 - (b) an annual credit of 3 weeks (15 days) Defence Service Sick Leave (pro-rata for Part-Time Employees) each Financial Year.
- (3) An Employee can use their Defence Service Sick Leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- (4) Unused annual credits can be built up to 9 weeks.
- (5) An Employee cannot use annual credits until the initial credit is exhausted.
- (6) Defence Service Sick Leave is paid and counts as service for all purposes.

64. Emergency Response Leave

- (1) In line with section 108 of the Fair Work Act, an Employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:
 - (a) the time engaged in the activity;
 - (b) reasonable travelling time; and
 - (c) reasonable recovery time.
- (2) Full-Time and Part-Time Employees will be able to access 20 Working Days of paid Emergency Response Leave at their full rate of pay per Financial Year if required. The Commissioner may provide additional Emergency Response Leave with pay.
 - (a) For the purposes of this section, full rate of pay is to be as if the Employee was at work.
- (3) Paid leave may be refused where the Employee's role is essential to the AFP's response to the emergency.
- (4) An Employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.

- (5) The Commissioner may approve reasonable paid or unpaid leave for ceremonial duties and training.
- (6) Emergency Response Leave, with or without pay, will count as service for all purposes.

65. Leave to Attend Proceedings

- (1) An Employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
- (2) An Employee who is not covered under sub-section 65(1) above, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the Employee and the AFP.
- (3) An Employee may otherwise be granted paid or unpaid miscellaneous leave by the Commissioner if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the Employee may elect to use accrued Annual Leave, flex leave or time off in lieu.
- (4) The Commissioner may refuse to release an Employee from duty having regard to business requirements and whether the Employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

66. Cultural, Ceremonial and NAIDOC Leave

NAIDOC Leave

- (1) First Nations Employees may access up to three Working Days paid leave per Financial Year to participate in NAIDOC week activities.
- (2) NAIDOC leave can be taken in part days.

First Nations ceremonial leave

- (3) First Nations Employees may access up to 6 Working Days of paid leave over 2 Financial Years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
- (4) The Commissioner may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- (5) First Nations ceremonial leave can be taken as part days.
- (6) First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

- (7) The Commissioner may grant up to 3 Working Days of paid leave per Financial Year for the purpose of attending significant religious or cultural obligations associated with the Employee's particular faith or culture.
- (8) The Commissioner may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.

- (9) Cultural leave can be taken as part days.
- (10) For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under sub-section 66(3) - (6) above.

67. AFP Tertiary Study Assistance Scheme Leave

- (1) Employees who are approved to access the AFP Tertiary Study Assistance Scheme (ATSAS), may be granted leave in accordance with their approved ATSAS program.

68. Miscellaneous Leave

- (1) Miscellaneous leave is leave that may be granted for purposes not covered by specific leave types in this Agreement.
- (2) The Commissioner may grant miscellaneous leave with or without pay and may determine that only part of the period of leave will be with pay.
- (3) Before granting miscellaneous leave, the Commissioner will have regard to other forms of paid leave that may be available to an Employee.
- (4) The first 7 calendar days of approved miscellaneous leave with pay will be paid at the Employee's Base Salary and will also include the Core Composite where applicable. The Commissioner may decide to continue to pay the Core Composite in excess of seven calendar days.
- (5) Miscellaneous leave with pay will count as service for all purposes.
- (6) Unless deemed otherwise by the Commissioner, expressly provided elsewhere in this Agreement, or otherwise required by legislation, miscellaneous leave without pay in excess of 30 calendar days in a 12-month period will not count as service for any purpose.
- (7) Any period of miscellaneous leave without pay will not count as service for the purpose of Long Service Leave, with the exception of circumstances prescribed by the Long Service Leave Act.

69. Public Holidays

- (1) Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the Fair Work Act:
 - (a) 1 January (New Year's Day);
 - (b) 26 January (Australia Day);
 - (c) Good Friday;
 - (d) the Saturday and Sunday within the Easter weekend;
 - (e) Easter Monday;
 - (f) 25 April (ANZAC Day);
 - (g) the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);

- (h) Labour Day (or equivalent, on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - (i) 25 December (Christmas Day);
 - (j) 26 December (Boxing Day);
 - (k) the first Working Day after the Boxing Day Public Holiday;
 - (l) the two normal Working Days between Christmas and New Year; and
 - (m) any other day, or part day, declared or prescribed by or under a law of a State or Territory where an Employee is assigned that is to be observed generally within the State or Territory, or a region of the State or Territory, as a Public Holiday, other than a day or part day, or a kind of day or part day, that is excluded by the Fair Work Regulations from counting as a Public Holiday.
- (2) If a Public Holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the Public Holidays listed above, then the substituted day or part day is the Public Holiday.
- (3) The Commissioner and an Employee may agree on the substitution of a day or part day that would otherwise be a Public Holiday, having regard to Operational Requirements.
- (4) The Commissioner and an Employee may agree to substitute a cultural or religious day of significance to the Employee for any day that is a prescribed holiday. If the Employee cannot work on the prescribed holiday, the Employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an Employee's entitlement to First Nations Ceremonial Leave, NAIDOC Leave or Cultural Leave.
- (5) Where an Employee substitutes a Public Holiday for another day, they will not be paid penalty rates for working their normal hours on the Public Holiday.
- (6) Where a Public Holiday falls during a period when an Employee is absent on leave (other than Annual Leave, paid Personal/Carer's Leave, paid Parental Leave or Defence Service Sick Leave) there is no entitlement to receive payment as a Public Holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. If on Long Service Leave on half pay, payment is at half pay).
- (7) If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a Public Holiday, there is no entitlement to receive payment as a Public Holiday if the Employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the Public Holiday rate if the Employee performs work on that day, and the Sunday would otherwise be a Public Holiday under sub-section 69(1)(a) - (m) above.
- (8) An Employee, who is absent on a day or part day that is a Public Holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a Public Holiday, except where that person would not normally have worked on that day. For the purposes of this sub-section 69(8), an Employee will be paid their Base Salary, and any allowances or other remuneration that would be payable under subsection 70(1).

Public Holidays and AFP Working Patterns and FTM Roles

- (9) An Employee assigned to any of the AFP working patterns or a FTM Role, who is required to perform duty as part of their Normal Working Hours on a Public Holidays, will be paid an additional Base Salary Hourly Rate for each hour worked; and:
 - (a) all hours worked count towards the Three Month Averaging Period or Roster Period; or
 - (b) if an Employee assigned any working pattern or FTM role works less than the hours expected as part of their scheduled pattern of attendance, the expected hours will count towards the Roster Period or Three Month Averaging Period.
- (10) Where an Employee performs duty on a Public Holiday outside of their Normal Working Hours they will be paid at the Overtime Rate for the hours worked.
- (11) Any penalty payable under the scheduling principles, roster principles or safety net provisions of any AFP working pattern do not apply to hours worked on a Public Holiday.

Additional Penalty Payment

- (12) Where, on a Public Holiday, an Employee working in a role assigned to the Rostered Operations working pattern is on a Rest Day, they will be paid an additional eight hours at the Base Salary Hourly Rate. This additional penalty payment cannot exceed a maximum of 13 occurrences over a Financial Year (which occurrences are not pro-rated for Part Time Employees).
- (13) The additional penalty payment at the Base Salary Hourly Rate, will not be paid where:
 - (a) leave is split immediately before and/or after a Public Holiday and the Employee would be unable to be rostered for duty or be unable to return to work if required; or
 - (b) an Employee would normally be required to work but is directed to be on a period of Stand Down on a Public Holiday.

Preserving effect of NES

- (14) Nothing in this section diminishes an Employee's entitlement under the NES to be absent from employment on a Public Holiday.

70. Salary While on Leave

- (1) All authorised paid leave (excluding miscellaneous leave with pay in excess of 7 calendar days) provided for in this Agreement will be paid at an Employee's Base Salary and will include (where applicable):
 - (a) a Core Composite;
 - (b) High Volume Operations Composite Allowance;
 - (c) Higher Duties Allowance where the Employee would have received the allowance but for the period of leave;
 - (d) Critical Event Composite, where the authorised leave is personal leave taken at the determined location to which the Critical Event Composite applies;
 - (e) Remote Localities Allowance;

- (f) Workplace Responsibility Allowance;
 - (g) Rapid Deployment Allowance;
 - (h) Use of Force Allowance; and
 - (i) and any additional remuneration or allowance payable under an Individual Flexibility Arrangement.
- (2) Only the Higher duties allowance (in accordance with sub-section 70(1)(c) above), Remote Localities Allowance, and Use of Force Allowance, will be paid on Long Service Leave.

71. Portability of Leave

- (1) Where an Employee is engaged as an Employee from an APS agency, at the Employee's request, any unused accrued Annual Leave (excluding accrued leave paid out on termination of employment) and Personal/Carer's leave will be recognised, provided there is no break in continuity of service. The AFP will advise the Employee of their ability to make this request.
- (2) Where an Employee is engaged as an Employee in the AFP immediately following a period of employment in the Parliamentary Service or the ACT Government Service, at the Employee's request, any unused accrued Annual Leave (excluding accrued leave paid out on termination of employment) and Personal/Carer's leave will be recognised, provided there is no break in continuity of service. The AFP will advise the Employee of their ability to make this request.
- (3) Where an Employee is engaged as an Employee in the AFP, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in an APS agency or the Parliamentary Services), at the Employee's request, any unused accrued Annual Leave (excluding accrued leave paid out on termination of employment) and Personal/Carer's leave will be recognised, provided there is no break in continuity of service. The AFP will advise the Employee of their ability to make this request.
- (4) Where an Employee is engaged as an ongoing Employee in the AFP, and immediately prior to the engagement the person was employed by a State or Territory Government, the AFP may recognise any unused accrued Personal/Carer's Leave, provided there is not a break in continuity of service.
- (5) For the purposes of sub-sections 71(1) - (4) above, an Employee with a break in service of less than two months is considered to have continuity of service.

Part 9 - Resignation, Retirement and Termination of Employment

72. Resignation and Retirement

- (1) Subject to the provisions of the AFP Act, an Employee may resign from their employment by giving the AFP at least 14 calendar days' notice.
- (2) At the instigation of the AFP, the resignation may take effect at an earlier date within the notice period. In such cases, the Employee will receive paid compensation in lieu of the notice period which is not worked.

- (3) The Commissioner has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Payment on death of an Employee

- (4) When an Employee dies, or the Commissioner has directed that an Employee is presumed to have died on a particular date, subject to any legal requirements, the AFP must authorise payments to the Partner, dependants or legal representative of the former Employee, the amount to which the former Employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the Employee, those amounts. If payment has not been made within a year of the former Employee's death, it should be made to their legal representative.

73. Workforce Adjustment

- (1) Where the Commissioner determines that one or more Employees are excess to requirements, those Employees will be subject to workforce adjustment processes.
- (2) An Employee is excess to requirements if:
 - (a) the Employee forms part of a class of AFP Employees (however described) and there are more Employees in the class than is necessary for the efficient and economical working of the AFP;
 - (b) the services of the Employee cannot be effectively used because of technological changes within the AFP, or because of changes to the nature, extent or organisation of the functions of the AFP; or
 - (c) the duties usually performed by the Employee are to be performed by the Employee at a different location and the Employee is not able to perform duties at that location and the Commissioner has determined that these provisions will apply to the Employee.

Notification of Proposal to Declare Excess and Voluntary Redundancy

- (3) Where the Commissioner determines that an Employee is likely to become potentially excess to requirements, the Commissioner will notify the Employee in writing as soon as practicable.
- (4) The Employee will be given 14 calendar days (first consideration period) from the date of the notification of proposal to declare excess to consider the option of a potential voluntary redundancy, raise any issues of concern relating to the proposed declaration and to provide a written response to this notification.
- (5) At the end of the first consideration period, the Commissioner may declare the Employee excess. Before a decision to declare an Employee excess is made, any response from the Employee and any redeployment opportunities available at the time of the notification, are to be taken into account.

Declaration of Excess Status and Voluntary Redundancy

- (6) Where the Commissioner declares that an Employee is excess to requirements and that the Employee has at least six months continuous eligible service, they will be provided

with a declaration of excess status which will include an offer of voluntary redundancy payment (in writing).

- (7) The Employee will then have 14 calendar days (second consideration period) from the date of declaration of excess status to consider the option of voluntary redundancy in accordance with sub-section 73(8) - (11) below, or decline an offer of voluntary redundancy and pursue redeployment or reduction options during a retention period, as described by sections 73(12) - (21) below.

Voluntary Redundancy Payment

- (8) Where the Employee decides to accept an offer of voluntary redundancy, they will have 14 calendar days in which to separate from the AFP, unless a later date is agreed to by the Commissioner.
- (9) For voluntary redundancy under the terms of this Agreement, the following payments are to apply for eligible service:
- (a) 12 weeks' pay for up to and including three years' service; or
 - (b) 18 weeks' pay for service in excess of three years and up to six years; or
 - (c) 36 weeks' pay for service in excess of six years and up to nine years; or
 - (d) 52 weeks' pay for service in excess of nine years.
- (10) The above payments do not include payments in lieu of notice.
- (11) The above payments do not include payments in the form of final monies for items including unused accrued Annual Leave and Long Service Leave.

Redeployment

- (12) Where the Commissioner determines that an Employee is excess and the Employee has declined an offer of voluntary redundancy under sub-section 73(7), the AFP will endeavour to redeploy the Employee into a suitable role subject to consideration of relevant skills, performance and any re-training requirements.
- (13) Where appropriate, redeployment into a role at a lower classification may be offered in writing.
- (14) Where an Executive Level Employee is redeployed to a role or position below their substantive classification level, they will maintain their previous Base Salary (applicable as at the day before the redeployment) for a period of three months from the date they were determined excess. After this three month period, the Employee's Base Salary will revert to the top Increment Point of the newly assigned classification band level.
- (15) Where an Employee other than an Executive Level Employee is redeployed to a role or position below their substantive classification level, they will maintain their previous Base Salary (applicable as at the day before the redeployment) for a period of 12 months from the date they were determined excess. After this 12-month period, the Employee's Base Salary will revert to the top Increment Point of that lower band level.

Retention period

- (16) During the retention period, the Employee will be considered for any redeployment opportunities as they arise and will be considered in isolation for any identified vacant

positions without the requirement to be ranked or assessed against other applicants. Retention periods for the purposes of this section are as follows:

- (a) Executive Level Employees: seven month retention period.
 - (b) Other Employees: three month retention period.
- (17) The retention period commences on the day the Employee is notified, in writing, that they have been declared excess.
- (18) The Employee may be required to enter into a development plan that will be designed to enhance the Employee's redeployment prospects and may include re-training and development in employment seeking skills.
- (19) The Employee has a responsibility for their own career management and will actively participate in reassignment and redeployment processes as well as seek out alternative employment opportunities as they arise.
- (20) For redeployment under this sub-section, an Employee will be assigned to a suitable role or position at or below their substantive classification level (with or without the Employee's consent).

Support during notice period

- (21) Where an Employee is made voluntarily or involuntarily redundant, the Employee will be entitled to eight hours per fortnight with full pay during the notice period to attend to necessary employment interviews from the date the period of notice commences. Where possible, the Employee must give his or her Supervisor a minimum of 24 hours prior notice of an upcoming employment interview.

Involuntary redundancy - Employees other than Executive Level Employees

- (22) Sub-sections 73(23)–(27) below do not apply to Executive Level Employees.
- (23) Where at the conclusion of the retention period, the Employee has not been successfully redeployed into an alternative, suitable role, the Employee will be notified in writing that the Employee will be made involuntarily redundant within 14 calendar days of the conclusion of the retention period.
- (24) Where the Employee has been notified in writing that they are involuntarily redundant, the Employee's last day of work with the AFP will be at the conclusion of the retention period. Their employment will be terminated by the Commissioner under section 28 of the AFP Act, on the grounds that the Employee is excess to the requirements of the AFP.
- (25) For involuntary redundancy under the terms of this Agreement, the following payments are to apply for eligible service:
- (a) 12 weeks' pay for up to and including three years' service; or
 - (b) 18 weeks' pay for service in excess of three years and up to six years; or
 - (c) 36 weeks' pay for service in excess of six years and up to nine years; or
 - (d) 52 weeks' pay for service in excess of nine years.
- (26) The above payments do not include payments in lieu of notice.
- (27) The above payments do not include payments in the form of final monies for items including unused accrued Annual Leave and Long Service Leave.

Involuntary redundancy - Executive Level Employees

- (28) Where, five weeks prior to the conclusion of the retention period, an Executive Level Employee has not been successfully redeployed into an alternative, suitable role, the Commissioner may determine, in writing, that the Executive Level Employee will be made involuntarily redundant at the conclusion of the seventh month of the Retention Period.
- (29) Where the Executive Level Employee has been notified in writing that they are will be made involuntarily redundant, the Employee's last day of work with the AFP will be at the conclusion of the retention period.
- (30) Where an Executive Level Employee is made involuntarily redundant, the Executive Level Employee will receive the minimum redundancy pay prescribed by the Fair Work Act upon termination of employment.

Eligible Service for Redundancy Pay Purposes

- (31) For the purposes of calculating a redundancy entitlement, the following will apply:
 - (a) eligible service will be calculated up to the date of redundancy;
 - (b) for the purposes of calculating "eligible service", prior service or employment with any authority or body constituted by or under a law of the Commonwealth, Australian Public Service or the Australian Defence Force will be aggregated with service or employment with the Australian Federal Police, provided there was no break, exceeding seven calendar days, or no break other than one attributable to leave of absence (whether with pay or without pay), from the prior service or employment and if the Employee's prior service or employment was not terminated by reason of:
 - (i) retrenchment/redundancy;
 - (ii) retirement on the grounds of invalidity, inefficiency or loss of a necessary qualification;
 - (iii) forfeiture of office;
 - (iv) dismissal on disciplinary grounds; or
 - (v) termination of a probationary appointment for reasons of unsatisfactory service or employment.
- (32) For the purposes of this section, any period of casual employment does not count as 'eligible service' for the purpose of calculating any redundancy entitlements.
- (33) Absences during a period of eligible service or employment which do not count as service for employment for Long Service Leave purposes do not count for the purposes of calculating the benefits specified above.

Rate of Payment

- (34) For the purposes of calculating any voluntary or involuntary redundancy payment under the above sub-section, "salary" means:
 - (a) for a Full-Time Employee:
 - (i) the Employee's full-time Base Salary;

- (b) for an Employee who was a Part-Time Employee for any period during their period of service:
 - (i) the Employee's Base Salary calculated on a pro-rata basis for any period where an Employee has worked part-time hours during their period of service and the Employee has less than nine years full-time service;
- (c) for Employees in receipt of Higher Duties allowance;
 - (i) the Base Salary rate on which salary and higher duties payments are made where the Employee has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date on which the Employee is given notice of termination, the Employee is entitled to be paid at a higher rate including both the Employee's Base Salary and higher duties allowance.

74. Termination of Employment

- (1) This section applies only to Full-Time and Part-Time Employees.

Period of Notice

- (2) Where an Employee's employment is terminated, the period of notice will be:
- (a) four weeks; or
 - (b) in the case of an Employee over 45 years of age with at least two years Continuous Service - five weeks.
- (3) With respect to any period of notice, the AFP may do any of the following:
- (a) pay the Employee in lieu of any part or all of the notice period;
 - (b) require the Employee not to report to work during the whole or any part of the notice period;
 - (c) release the Employee prior to the expiry of the notice period with payment of wages or salary to the date of termination only; or
 - (d) provide the Employee with duties different from those that the Employee would ordinarily perform.
- (4) The period of notice in this section does not apply to an Employee whose employment is terminated because of serious misconduct.
- (5) For the purpose of this section, any period of casual employment does not count as 'Continuous Service' for the purposes of calculating the period of notice under this section.

Review of Decisions to Terminate Employment

- (6) The sole and exhaustive rights and remedies of an Employee in relation to termination of employment are those that the Employee has under:
- (a) the Fair Work Act;
 - (b) other Commonwealth laws (including the Constitution, the AFP Act and the Administrative Decisions (Judicial Review) Act 1977); and

- (c) common law.
- (7) Termination of, or a decision to terminate employment, cannot be reviewed under the procedures for preventing and settling disputes or under any procedures for internal review of employment action.

75. Final Termination Payments

- (1) Where an Employee ceases employment with the AFP, the payment of any unused:
 - (a) Annual Leave;
 - (b) Mandatory Rest Days (based on 8 hours); and
 - (c) Flex Credits (up to the maximum carryover amount of 32 hours at Ordinary Time), will form part of the Employee's final termination payment (if applicable).
- (2) Any unused entitlements referred to in sub-section 75(1) above will be calculated and paid as if the entitlement had been taken on the date immediately before the Employee ceased employment with the AFP.
- (3) An Employee's entitlement to the payment of unused Long Service Leave on cessation of employment will be in accordance with the provisions of Long Service Leave Act.

Part 10 - Employee Support and Workplace Culture

76. AFP Diversity or Support Networks

- (1) The AFP maintains a number of diversity or support networks. The networks are:
 - (a) AFP Ability Advisory (AAA) Network;
 - (b) Confidant Network;
 - (c) Gay and Lesbian Liaison Officer (GLLO) Network;
 - (d) Mallunggang Indigenous Officer Network (MION);
 - (e) National Women's Advisory Network (NWAN); and
 - (f) any other Network established by the Commissioner.
- (2) Subject to the genuine Operational Requirements of the AFP, and with the approval of their Supervisor, an Employee may be allowed:
 - (a) reasonable time during their normal pattern of attendance; or
 - (b) reasonable opportunities to alter their normal pattern of attendance in accordance with this Agreement,to attend meetings or undertake duties associated with an AFP diversity or support network.
- (3) Any approved hours incurred as a result of sub-section 76(2) above will not attract any penalties (however described) under any of the working patterns and cannot be paid as Overtime.

- (4) Nothing in this Agreement prevents an Employee from undertaking duties associated with a diversity or support network (or any other community or charitable event) outside of the Employee's normal pattern of attendance on a voluntary basis.

77. Blood Donation

- (1) An Employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and Employers will consider Employees on duty.
- (2) The Employee must inform their Supervisor in advance of when they will be away from work before donating blood, plasma or platelets.

78. Vaccinations

- (1) The AFP will offer annual influenza vaccinations at no cost to all Employees.
- (2) Where the AFP requires an Employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the Employee.

79. Employee Assistance Program

- (1) Employees, their Partners, and their dependants/children will have access to a confidential, professional counselling service to assist Employees to manage personal and work issues. This service will be provided at no cost to Employees by the AFP and will be accessible to Employees on paid time.

80. Respect at Work

Principles

- (1) The AFP values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The AFP recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- (2) The AFP recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance, including the Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment.

Consultation

- (3) The AFP will consult with Employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

81. Family and Domestic Violence Support

- (1) The AFP will provide support for Employees affected by Family and Domestic Violence, depending on the Employee's circumstances.
- (2) The AFP recognises that a holistic approach should be taken to support the Employee, appropriate for the Employee's individual circumstances.
- (3) Family and Domestic Violence support provisions, including paid leave, are available to all Employees covered by this Agreement.
- (4) An Employee experiencing Family and Domestic Violence is able to access paid miscellaneous leave. Reasons an Employee experiencing Family and Domestic Violence may access this leave include, but are not limited to:
 - (a) illness or injury affecting the Employee resulting from Family and Domestic Violence;
 - (b) providing care or support to a Family member (including a household member) who is also experiencing Family and Domestic Violence, and is ill or injured as a result of Family and Domestic Violence;
 - (c) providing care or support to a Family member (including a household member) who is also experiencing Family and Domestic Violence, and is affected by an unexpected emergency as a result of Family and Domestic Violence;
 - (d) making arrangements for the Employee's safety, or the safety of a close relative;
 - (e) accessing alternative accommodation;
 - (f) accessing police services;
 - (g) attending court hearings;
 - (h) attending counselling; and
 - (i) attending appointments with medical, financial or legal professionals.
- (5) This entitlement exists in addition to an Employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
- (6) Given the emergency context in which leave may need to be accessed, Employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- (7) These provisions do not reduce an Employee's entitlement to Family and Domestic Violence leave under the NES.
- (8) Paid Miscellaneous Leave available under this section is paid at an Employee's full rate as if they were at work.
- (9) Paid leave for Casual Employees under this section is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
- (10) Evidence may be requested to support the AFP in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the Employee and a statutory declaration is the only form of evidence the AFP will require, unless the Employee chooses to provide another form of evidence.

- (11) An Employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the police service, a court, a doctor, district nurse, a Family violence support service or lawyer.
- (12) The AFP will take all reasonable measures to treat information relating to Family and Domestic Violence confidentially. The AFP will adopt a 'needs to know' approach regarding communication of an Employee's experience of Family and Domestic Violence, subject to steps the AFP may need to take to ensure the safety of the Employee, other Employees or persons, or mandatory reporting requirements.
- (13) Where the AFP needs to disclose confidential information for purposes identified in sub-section 81(12) above, where it is possible the AFP will seek the Employee's consent and take practical steps to minimise any associated safety risks for the Employee and/or privacy breaches.
- (14) The AFP will not store or include information on the Employee's payslip in relation to the Employee's experience of Family and Domestic Violence; any leave accessed for the purposes of Family and Domestic Violence; or support(s) provided by the Employer, unless otherwise required by legislation.
- (15) Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
- (16) The AFP will acknowledge and take into account an Employee's experience of Family and Domestic Violence if an Employee's attendance or performance at work is affected.
- (17) Further information about leave and other support available to Employees affected by Family and Domestic Violence may be found in policy.

82. Integrity and Transparency

- (1) The AFP understands that procedural fairness is essential in building and maintaining trust with AFP Employees, and that it requires fair and impartial processes for Employees affected by AFP decisions.
- (2) Employees are to give advice that is frank, honest, timely and based on the best available evidence. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the AFP Code of Conduct, AFP governance and the AFP Act.
- (3) Employees can, during their ordinary work hours, take time to:
 - (a) access an AFP-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the AFP; and
 - (b) attend AFP mandated training about integrity.

83. First Nations and Cultural Competency Training

- (1) The AFP will take reasonable steps to ensure all substantive Executive Level Employees employed at the commencement of this Agreement or any new substantive Executive Level Employees who commence within the first 6 months of this Agreement will

complete relevant First Nations cultural competency training within 12 months of the commencement of the Agreement.

- (2) Any new substantive Executive Level Employee who commences after 6 months of the commencement of this Agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

84. Lactation and Breastfeeding Support

- (1) Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- (2) The AFP will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to sub-section 84(3) below. In considering whether a space is appropriate, the AFP should consider whether:
 - (a) there is access to refrigeration;
 - (b) the space is lockable; and
 - (c) there are facilities needed for expressing, such as appropriate seating.
- (3) Where it is not practicable for an AFP site to have a designated space, a flexible approach will be taken so that the Employee can access the support required.
- (4) The AFP will facilitate discussion between individual Employees and their Supervisors about accommodating the Employee's lactation needs and practical arrangements to meet these needs.
- (5) The Supervisor and Employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an Employee will be accommodated, noting these needs may change over time.
- (6) Further information is available in policy.

85. Disaster Support

- (1) Where an official disaster or emergency is declared and this prevents an Employee from reasonably attending work, or where it impacts their household or home, the Commissioner will consider flexible working arrangements to assist the Employee to perform their work.
- (2) Where flexible working arrangements are not appropriate, the Commissioner may grant paid Miscellaneous Leave to an Employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
- (3) In considering what period of leave is appropriate, the Commissioner will take into account the safety of the Employee, their Family (including their household) and advice from local, State and Commonwealth authorities.

Part 11 - Miscellaneous

86. Individual Flexibility Arrangements

- (1) The AFP and an Employee covered by this Agreement may agree to make an Individual Flexibility Arrangement to vary the effect of terms of the Agreement if:
 - (a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) Overtime Rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) remuneration;
 - (vi) leave and leave loading; and
 - (b) the arrangement meets the genuine needs of the AFP and Employee in relation to one or more of the matters mentioned in sub-section 86(1)(a) above; and
 - (c) the arrangement is genuinely agreed to by the AFP and Employee.
- (2) The AFP must ensure the terms of the Individual Flexibility Arrangement:
 - (a) are about permitted matters under section 172 of the Fair Work Act;
 - (b) are not unlawful terms under section 194 of the Fair Work Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (3) The AFP must ensure that the Individual Flexibility Arrangement:
 - (a) is in writing;
 - (b) includes the name of the AFP and Employee;
 - (c) is signed by the AFP and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The AFP must give the Employee a copy of the Individual Flexibility Arrangement within 14 days after it is agreed to.
- (5) The AFP or Employee may terminate the Individual Flexibility Arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement;
or

- (b) if the AFP and Employee agree in writing – at any time.
- (6) The AFP and Employee are to review the Individual Flexibility Arrangement at least every 12 months.
- (7) To avoid ambiguity, a part-time working arrangement or flexible working arrangement facilitated under sections 87 and 89 of this Agreement is not an Individual Flexibility Arrangement made under this section.

87. Part-Time Work

- (1) Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
- (2) Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
- (3) The Commissioner may approve a request from an Employee to become a Part-Time Employee. Where an Employee is a Part-Time Employee, unless stated to the contrary in this Agreement, remuneration and other employment conditions outlined in this Agreement will be calculated on a pro-rata basis, except Long Service Leave which will be provided in accordance with the Long Service Leave Act.
- (4) A Part-Time Employee must have an approved flexible working arrangement in place in accordance with section 89 of this Agreement.
- (5) Where a Part-Time Employee's hours of duty are varied through a flexible working arrangement the approved arrangement may impact on the Employee's ability to be eligible for payment of the Core Composite.

88. Job Sharing

- (1) Subject to the genuine Operational Requirements of the AFP, and the merit of the Employee's application, the Commissioner may approve job sharing arrangements between two or more Part-Time Employees.

89. Flexible Working Arrangements

- (1) The AFP, Employees and their unions recognise:
 - (a) the importance of an appropriate balance between Employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
 - (b) access to flexible work can support strategies to improve diversity in employment and leadership in the AFP;
 - (c) access to flexible work supports AFP capability, and can assist in attracting and retaining the Employees needed to deliver for the Australian community, including Employees located at a wider range of locations;
 - (d) that flexibility applies to all roles in the AFP, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and

- (e) requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
- (2) The AFP is committed to engaging with Employees and their unions to build a culture that supports flexible working arrangements across the AFP at all levels. This may include developing and implementing strategies through an AFP consultative committee.
- (3) Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

Requesting formal flexible working arrangements

- (4) The following provisions do not diminish an Employee’s entitlement under the NES.
- (5) An Employee may make a request for a formal flexible working arrangement.
- (6) The request must:
 - (a) be in writing;
 - (b) set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - (c) set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the Fair Work Act.
- (7) The Commissioner must provide a written response to a request within 21 days of receiving the request.
- (8) The response must:
 - (a) state that the AFP approves the request and provide the relevant detail in sub-section 89(9) below; or
 - (b) if following discussion between the AFP and the Employee, the AFP and the Employee agree to a change to the Employee’s working arrangements that differs from that set out in the request –set out the agreed change; or
 - (c) state that the AFP refuses the request and include the following matters:
 - (i) details of the reasons for the refusal; and
 - (ii) set out the AFP’s particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - (iii) either:
 - A. set out the changes (other than the change) in the Employee’s working arrangements that would accommodate, to any extent, the Employee’s circumstances outlined in the request and that the AFP would be willing to make; or
 - B. state that there are no such changes; and
 - (iv) state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the Agreement, and if the Employee is an eligible Employee under the Fair Work Act, the dispute resolution procedures outlined in sections 65B and 65C of the Fair Work Act.

- (9) Where the Commissioner approves the request this will form an arrangement between the AFP and the Employee. Each arrangement must be in writing and set out:
- (a) any security and work health and safety requirements;
 - (b) a review date (subject to sub-section 89(13) below); and
 - (c) the cost of establishment (if any).
- (10) The Commissioner may refuse to approve the request only if:
- (a) the AFP has discussed the request with the Employee; and
 - (b) the AFP has genuinely tried to reach an agreement with the Employee about making changes to the Employee's working arrangements to accommodate the Employee's circumstances (subject to any reasonable business grounds for refusal); and
 - (c) the AFP and the Employee have not reached such an agreement; and
 - (d) the AFP has had regard to the consequences of the refusal for the Employee; and
 - (e) the refusal is on reasonable business grounds.
- (11) Reasonable business grounds include, but are not limited to:
- (a) the new working arrangements requested would be too costly for the AFP;
 - (b) there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested;
 - (c) it would be impractical to change the working arrangements of other Employees, or to recruit new Employees, to accommodate the new working arrangements requested;
 - (d) the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - (e) the new working arrangements requested would be likely to have a significant negative impact on customer service;
 - (f) the specific inherent requirements of the Employee's position;
 - (g) the genuine and reasonable Operational Requirements of the AFP (including administrative, security and safety arrangements); and
 - (h) it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
- (12) For First Nations Employees, the AFP must consider connection to country and cultural obligations in responding to requests for altering the location of work.
- (13) Approved flexible working arrangements will be reviewed by the AFP and the Employee after 12 months, or a shorter period, if agreed by the Employee. This is to ensure the effectiveness of the arrangement.

Varying, pausing or terminating flexible working arrangements

- (14) An Employee may request to vary an approved flexible working arrangement in accordance with sub-section 89(6) above. An Employee may request to pause or terminate an approved flexible working arrangement.
- (15) The Commissioner may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to sub-section 89(17) below.
- (16) The AFP must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the Employee, having regard to the circumstances of the Employee. Exceptions to this requirement are urgent and critical operational circumstances or an Employee's demonstrated and repeated failure to comply with the agreed arrangements.
- (17) Prior to the Commissioner varying, pausing or terminating the arrangement under sub-section 89(15) above, the AFP must have:
 - (a) discussed (in person, via email or otherwise in writing) with the Employee their intention to vary, pause or terminate the arrangement with the Employee;
 - (b) genuinely tried to reach an agreement with the Employee about making changes to the Employee's working arrangements to accommodate the Employee's circumstances (subject to any reasonable business grounds for alteration);
 - (c) had regard to the consequences of the variation, pause or termination for the Employee;
 - (d) ensured the variation, pause or termination is on reasonable business grounds; and
 - (e) informed the Employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in sub-section 89(8)(c) above.

Working from home

- (18) The AFP will not impose caps on groups of Employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
- (19) The AFP may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
- (20) An Employee working from home is covered by the same employment conditions as an Employee working at an office site under this Agreement.
- (21) The AFP will provide Employees with guidance on working from home safely.
- (22) Employees will not be required by the AFP to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the AFP will consider the circumstances of the Employees and options to achieve work outcomes safely.

Ad-hoc arrangements

- (23) Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.

- (24) Employees should, where practicable, make the request in writing and provide as much notice as possible.
- (25) Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in sub-sections 89(4) to (13) above.
- (26) The AFP should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the Employee's circumstances and reasonable business grounds.
- (27) Where a regular pattern of requests for ad-hoc arrangements from an Employee emerges, the AFP should consider whether it is appropriate to seek to formalise the arrangement with the Employee.

Altering span of hours

- (28) An Employee may request to work an alternative regular span of hours (Bandwidth hours). If approved by the Commissioner hours worked on this basis will be treated as regular working hours and will not attract Overtime payments or penalties (however described) that would ordinarily be payable for the working of these hours. The AFP will not request or require that any Employee alter their regular span of hours (Bandwidth hours) under these provisions.

Status quo

- (29) Until such time as a flexible working arrangement or any other arrangement requested under this section 89 is approved by the AFP, the Employee must continue to work in accordance with their existing working arrangements.

90. Workloads

- (1) The AFP recognises the importance of Employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some Employees, this should be regarded as the exception rather than the rule.
- (2) When determining workloads for an Employee or group of Employees, the AFP will consider the need for Employees to strike a balance between their work and personal life.
- (3) Where an Employee or group of Employees raise that they have experienced significant workload pressures over a prolonged period of time, the AFP and Employee/s together must review the Employees' workloads and priorities, and determine appropriate strategies to manage the impact on the Employee or group of Employees.

91. Performance Development Agreement Process

- (1) This section 91 does not apply to Executive Level Employees who may be subject to a Charter of Performance as defined in this Agreement.
- (2) The AFP Performance Development Agreement (PDA) aims to facilitate effective performance management, in order to support the delivery of AFP objectives and outcomes. Effective performance management is achieved through building a workplace culture based on ongoing feedback between the Supervisor and the Employee and the clarification of performance expectations and objectives.

- (3) The PDA is mandatory and must be completed every 12-month period.
- (4) An Employee will be ineligible to receive incremental progression or progression through a broadband, if they have not participated in the PDA process and have not attained the minimum rating of PDA 'fulfilled'.
- (5) Where an Employee goes on long term leave (e.g. Parental Leave, Long Service Leave), the Employee and their Supervisor must ensure the PDA cycle is completed prior to the leave commencing, unless exceptional circumstances exist.
- (6) Non-compliance will result in a delay in any incremental progression or progression through a broadband, until the PDA is at the 'agreement signed' stage.
- (7) Both Supervisors and Employees have a responsibility to actively participate in the PDA. Employees who can demonstrate that they have taken all reasonable steps to complete the PDA will receive their salary increase.
- (8) The AFP may review the performance management framework throughout the life of this Agreement. The AFP may implement an alternative model and system.

92. Employment Related Travel

- (1) This section 92 does not apply to Executive Level Employees.
- (2) The AFP will meet all approved costs associated with AFP employment related travel requirements.
- (3) Where an Employee on approved employment related travel is required to immediately return to duty, this section shall cease to apply.
- (4) Where an Employee is performing operational duty and is in control of any of their AFP issued controlled items they will be considered to be on duty and employment related travel provisions do not apply.

Ordinary Travelling Time (OTT)

- (5) An Employee who is required to undertake travel for work related reasons travelling away from their usual place of work to an alternative location:
 - (a) within the hours of 0600-2000 Monday to Friday for Employees under a Support or Operations working pattern or assigned to a FTM Role; or
 - (b) within the Employee's normal attendance pattern for Employees under a Rostered Operations working pattern,will have the time spent in travel count towards their Normal Working Hours. The hours will not count towards penalties under any of the AFP working patterns.
- (6) The Commissioner may grant, at the request of the Employee, a payment for work related travel that occurs within the timeframes outlined in sub-section 92(5) above. Where payment is approved, the Employee will be paid an additional Base Salary Hourly Rate for each hour of travel and any travel time paid under this sub-section will not count towards the Employee's Normal Working Hours.

Excess Travelling Time (ETT)

- (7) Where an Employee is required to undertake travel for work related reasons travelling away from their usual place of work to an alternative location, and the travel is:
- (a) outside of the timeframes outlined in sub-section 92(5) above; or
 - (b) the travel occurs on a Public Holiday,
- the Employee will be paid an additional Base Salary Hourly Rate for excess time spent in travel provided that the entire period of travel (inclusive of OTT and ETT) exceeds 30 minutes on any calendar day. Any excess travelling time paid under this sub-section will not count towards the Employee's Normal Working Hours.
- (8) An Employee may, with the agreement of their Supervisor, elect to take time off in lieu of payment of excess travelling time calculated as Ordinary Time. Employees will utilise time off in lieu within the current Three Month Averaging Period or Roster Period.
- (9) Time spent in travel is not considered as duty for the purposes of penalties payable under any of the working patterns and does not include time spent overnight as a result of a stopover between two destinations, including where the stopover consists of consecutive nights.

Rest Periods after Domestic Travel

- (10) Where an Employee, other than an air security officer on flight duty, is required to undertake domestic travel immediately before or after duty, and the combined travel and duty time exceeds 14 hours, the Employee must be provided with a Minimum Rest Period of 11 hours after the completion of the travel/duty prior to commencing their next period of duty. An Employee may return to duty prior to the completion of the Minimum Rest Period by genuine agreement and where there is an Operational Requirement.
- (11) For the purposes of domestic travel, the duration of a flight includes one hour prior to departure and one hour after arrival and anytime spent in transit en-route to the final destination.

Rest Periods after International Air Travel

- (12) Where an Employee, other than an air security officer on flight duty, is required to undertake international travel (inclusive of any domestic leg/s that forms part of the continuous journey), the below rest periods will apply:
- (a) An Employee must be provided with a minimum period of 12 hours rest after the completion of flights involving international travel, where their travel time exceeds 10 hours, prior to commencing their next duty.
 - (b) An Employee must be provided with a minimum period of 24 hours rest after the completion of flights involving international travel, where their travel time exceeds 18 hours, prior to commencing their next duty.
- (13) By mutual agreement, and where there is an Operational Requirement, an Employee may return to duty prior to the completion of the Minimum Rest Periods in sub-section 92(12)(a) and 92(12)(b) above. Where this occurs they will be paid an additional Base Salary Hourly Rate for each hour worked and the hours worked will accrue as Ordinary

Time towards the Three Month Averaging Period for the duration of the next scheduled attendance (excluding Overtime and any recall to duty).

- (14) For the purposes of international travel, the duration of a flight includes two hours prior to departure and one hour after arrival and any time spent in transit en-route to the final destination.

Rest Periods after air security officer on Flight Duty

- (15) Where a qualified Employee performs air security officer duties on any flight the following rest periods will apply:
- (a) for flights of more than six hours and up to and including 12 hours in duration, a minimum of 12 hours rest;
 - (b) for flight duration in excess of 12 hours and up to and including 18 hours duration, a minimum of 24 hours rest; and
 - (c) for flights in excess of 18 hours duration, a minimum 48 hour Rest Period, however under this sub-section an Employee, in agreement with their Supervisor, may reduce the Rest Period to a minimum of 24 hours.
- (16) For the purpose of sub-section 92(15) above, the duration of a flight includes time spent in transit at an airport en-route to the final destination of the operational flight, inclusive of any sign on and sign off procedures as required.

Excess Travel Provision

- (17) Where an Employee is required to stay away from their normal place of residence overnight for 21 nights or more for operational reasons in a Three Month Averaging Period, the Employee will be provided two days Stand Down during which eight hours per day will count towards the hours worked in a Three Month Averaging Period or Roster Period.
- (18) The nights away can be consecutive or non-consecutive.
- (19) Stand Down days under the Excess Travel Provision:
- (a) must be taken within the Three Month Averaging Period in which the entitlement accrues or the next Three Month Averaging Period or Roster Period; and
 - (b) are not cumulative once one entitlement arises in a Three Month Averaging Period.
- (20) The Excess Travel Provision does not apply when an Employee is:
- (a) attending an approved AFP training or development course; or
 - (b) engaged in Air Security Officer Operational Requirements; or
 - (c) in receipt of a Critical Event Composite.

93. Employment Related Travel - Executive Level Employees

- (1) This section 93 only applies to Executive Level Employees.

General

- (2) With the exception of Localised Business Travel, the AFP will meet all approved costs associated with AFP employment related travel requirements for Executive Level Employees.

Travel Benefits

- (3) Allowances and conditions for Executive Level Employees undertaking overseas travel for official business purposes are contained in the relevant AFP governance instrument.
- (4) Unless otherwise determined by the Commissioner, an Executive Level Employee is entitled to one AFP-funded membership of an AFP approved airline lounge.
- (5) If the Commissioner determines the Executive Level Employee is no longer required to travel for official business purposes, the AFP may cease to fund the lounge membership.
- (6) If an Executive Level Employee's membership ceases whilst they are on any form of leave without pay, the membership will not be renewed until such time as the Executive Level Employee returns to the workplace.
- (7) Where an Executive Level Employee is required to travel to a location outside of Australia for official business purposes, the Executive Level Employee is entitled to travel at the Premium Economy class of travel (where available) for the international legs associated with the travel, and any domestic legs outside of Australia undertaken as part of the continuous journey to the Executive Level Employee's primary destination.

94. Relocation Costs

- (1) The AFP will meet reasonable costs arising from the relocation of an Employee and their household as the result of an advertised selection process based on Merit Principles for advancement and any redeployment as a result of Workforce Adjustment under sub-section 73(2)(c) of this Agreement.
- (2) Where there is a mutual agreement between the AFP and the Employee, the Employee may be relocated on the basis that they cover some or all relocation costs.
- (3) Relocation expenses will not be met by the AFP for any relocation that has occurred at the Employee's request or for mutual agreements between Employees to swap locations on compassionate or any other grounds.

95. Reduction in Classification

- (1) The Commissioner may reduce an Employee in classification to any Increment Point in any Salary Band within the AFP as a result of:
- (a) an adverse Professional Standards finding under Part V of the AFP Act, in relation to a category three conduct issue or a corruption issue being made where the Commissioner has made a determination that the appropriate action in relation to

the finding is to reduce, or includes a reduction in, the Employee's Salary Band or classification, or

- (b) a process to manage underperformance, where the Employee has failed to meet performance expectations and the subsequent action taken in relation to the underperformance process is to reduce the Employee in classification.
- (2) Where an Employee is reduced in classification under this section, the reduction in classification will be ongoing and all the terms and conditions, including salary rates, or broadband provisions, applicable to the classification to which the Employee is reduced, will apply from the date of the reduction until such time as the Employee is otherwise advanced (including in accordance with an open selection process based on Merit Principles or if an Employee seeks promotion to Executive Level through a Merit selection process).
- (3) Nothing in this section limits the Commissioner's ability to take other action in relation to either an adverse Professional Standards finding or underperformance process.

Voluntary Reduction in Classification

- (4) An Employee may voluntarily apply to the Commissioner to reduce in classification (either temporarily or permanently). Where the Commissioner approves a permanent request for voluntary reduction in classification, sub-sections 95(2) - (3) above will apply. Where the Commissioner approves a temporary request for voluntary reduction in classification, all terms and conditions, including salary rates, or broadband provisions applicable to the classification to which the Employee voluntarily reduces, will apply until such time as the Employee's voluntary reduction in classification ceases.

96. Underpayment of Salary

- (1) In the event of underpayment of salary or allowances to an Employee, the salary owing to the Employee will be paid as soon as practicable and where possible, in accordance with the Employee's request.

97. Overpayment of Salary

- (1) An overpayment occurs if the AFP provides an Employee with an amount of money to which the Employee was not entitled (including but not limited to salary, entitlements or allowances payable under this Agreement).
- (2) An overpayment of salary does not occur where:
- (a) an Employee initiates an adjustment or roster change; or
 - (b) there is a change or adjustment to travel payments or allowances payable under this Agreement as a result of changes to an Employee's travel plans.
- (3) Where the AFP considers that an overpayment has occurred, the AFP will provide the Employee with notice in writing. The notice will provide details of the overpayment.
- (4) If an Employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the AFP in writing within 28 calendar days of receiving the

notice. In this event, no further action will be taken until the Employee's response has been reviewed.

- (5) If after considering the Employee's response (if any), the AFP confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the AFP in full by the Employee.
- (6) The AFP and the Employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the Employee's circumstances and any potential hardship to the Employee. The arrangement will be documented in writing.
- (7) The AFP and Employee may agree to make a deduction from salary to be paid to an employee, or final monies where there is an outstanding payment upon cessation of employment.
- (8) Interest will not be charged on overpayments.
- (9) Nothing in sub-sections 97(1) to (7) above prevents:
 - (a) the AFP from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - (b) the AFP from pursuing recovery of the debt through other available legal avenues; or
 - (c) the Employee or the AFP from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

98. Consultation

Principles

- (1) Genuine and effective consultation with Employees and the relevant unions, taking into account the diverse needs of Employees, fosters a positive and inclusive workplace, enabling the views of Employees to be considered.
- (2) The AFP recognises:
 - (a) the importance of inclusive and respectful consultative arrangements;
 - (b) Employees and the relevant unions should have a genuine opportunity to influence decisions;
 - (c) the nature and extent of consultation will vary depending on the proposed change and the likely impact on Employees. Consultation on AFP policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
 - (d) consultation with Employees and relevant unions on workplace matters that significantly affect or materially impact them is sound management practice; and
 - (e) the benefits of Employee and union involvement and the right of Employees to be represented by their union.
- (3) Genuine and effective consultation involves:

- (a) providing Employees and the relevant unions with a genuine opportunity to influence the decision prior to a decision being made;
- (b) providing all relevant information to Employees and the relevant unions in a timely manner to support consideration of the issues;
- (c) considering feedback from Employees and the relevant unions in the decision-making process; and
- (d) advising Employees and the relevant unions of the outcome of the process, including how their feedback was considered in the decision-making process.

When consultation is required

- (4) Consultation is required in relation to:
 - (a) changes to work practices which materially alter how an Employee carries out their work;
 - (b) changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
 - (c) major change that is likely to have a significant effect on Employees;
 - (d) implementation of decisions that significantly affect Employees;
 - (e) changes to Employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this Agreement); and
 - (f) other workplace matters that are likely to significantly or materially impact Employees.
- (5) The AFP, Employees and the relevant unions recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the AFP. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of Employees

- (6) This section applies if the AFP:
 - (a) proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Representation

- (7) Employees may appoint a representative for the purposes of the procedures in this section. A representative for the purpose of this sub-section may be a union representative.
- (8) The AFP must recognise the representative if:

- (a) a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the AFP of the identity of the representative.

Major change

- (9) In this sub-section, a major change is likely to have a significant effect on Employees if it results in, for example:
 - (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the AFP's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.
- (10) The following additional consultation requirements in sub-sections 98(11) to (17) apply to a proposal to introduce a major change referred to in sub-section 98(4)(c) above.
- (11) Consultation with Employees and the relevant unions and/or recognised representatives will occur prior to a decision being made, subject to sub-section 98(5) above.
- (12) Where practicable, an AFP change manager or a primary point of contact will be appointed and their details provided to Employees and the relevant unions and/or their recognised representatives.
- (13) The AFP must notify Employees and relevant unions and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- (14) As soon as practicable after proposing the change, or notifying of the change in circumstances described at sub-section 98(5) above, the AFP must:
 - (a) discuss with affected Employees and relevant unions and/or other recognised representatives:
 - (i) the proposed change;
 - (ii) the effect the proposed change is likely to have on the Employees; and
 - (iii) proposed measures to avert or mitigate the adverse effect of the proposed change on the Employees; and
 - (b) for the purposes of the discussion – provide, in writing, to Employees and the relevant unions and/or other recognised representatives:
 - (i) all relevant information about the proposed change, including the nature of the change proposed; and
 - (ii) information about the expected effects of the proposed change on the Employees; and

- (iii) any other matters likely to affect the Employees.
- (15) The AFP must give prompt and genuine consideration to matters raised about the major change by Employees and the relevant unions and/or other recognised representatives.
- (16) However, the AFP is not required to disclose confidential or commercially sensitive information to Employees and the relevant unions and/or other recognised representatives.
- (17) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the AFP, the requirements set out in sub-sections 98(11) to (15) above are taken not to apply.

Change to regular roster or ordinary hours of work

- (18) The following additional consultation requirements in sub-sections 98(19) to (22) apply to a proposal to introduce a change referred to in sub-section 98(4)(e) above.
- (19) The AFP must notify affected Employees and the relevant unions and/or other recognised representatives of the proposed change.
- (20) As soon as practicable after proposing to introduce the change, the AFP must:
 - (a) discuss with Employees and the relevant unions and/or other recognised representatives:
 - (i) the proposed introduction of the change; and
 - (b) for the purposes of the discussion – provide to the Employees and relevant unions and/or other recognised representatives:
 - (i) all relevant information about the proposed change, including the nature of the proposed change; and
 - (ii) information about what the AFP reasonably believes will be the effects of the proposed change on the Employees; and
 - (iii) information about any other matters that the AFP reasonably believes are likely to affect the Employees; and
 - (c) invite Employees and the relevant unions and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their Family or caring responsibilities). However, the AFP is not required to disclose confidential or commercially sensitive information to the Relevant Employees and the relevant unions and/or other recognised representatives.
- (21) The AFP must give prompt and genuine consideration to matters raised about the proposed change by the Employees and the relevant unions and/or other recognised representatives.

Interaction with emergency management activities

- (22) Nothing in this section restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the Fair Work Act.

AFP Consultative Committee

- (23) The AFP will establish an AFP consultative committee to discuss relevant workplace matters. The committee will be established no later than 3 months after the Commencement Date of the Agreement.
- (24) The AFP consultative committee will operate subject to an agreed terms of reference and structure for the term of the Agreement. Representation on the committee will be in accordance with the terms of reference.

99. Dispute Resolution

- (1) If a dispute relates to:
 - (a) a matter arising under the Agreement; or
 - (b) the NES,this section sets out procedures to settle the dispute.
- (2) An Employee or union who is covered by this Agreement may initiate and/or be a party to a dispute under this section.
- (3) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this section. Representatives will be recognised and dealt with in good faith.
- (4) Nothing contained in this section will prevent the AFP or Employees (or, where they choose, their representative/s) from entering into discussions at any level in the stepped process below if it seems likely to assist in the resolution of a dispute. Where the AFP, an Employee (or where they choose, their representatives) or union, initiates such a discussion, they must advise the other parties involved in the dispute.
- (5) In the first instance, parties to the dispute should attempt to resolve the dispute at the workplace level, by discussion between the Employee or Employees and relevant Supervisors and/or management. Parties will give genuine consideration to proposals to resolve the dispute.

Step One—Referral to a Supervisor

- (6) If a dispute occurs, the Employee(s) (and where they choose, their representatives) or union concerned, should raise the matter with the appropriate Supervisor. The Supervisor will have the responsibility and the authority to investigate and resolve the matter by reference to this Agreement and any other relevant information, and will provide an initial response to the Employee(s) or union generally within 14 calendar days of receiving notification of the dispute.

Step Two—Referral to an Executive Level or SES Employee

- (7) If the dispute is not resolved at the Supervisor level it may be referred to an Executive Level or SES Employee who has functional or office responsibility for the Employee or Employees concerned. An Executive Level or SES Employee will then have the responsibility and the authority to investigate and resolve the matter. The relevant Executive Level or SES Employee will provide an initial response to the Employee(s) (or

union where they initiate the dispute) generally within 14 calendar days of receiving notice of the dispute.

Step Three—Referral to Industrial Relations

- (8) If the dispute is not able to be resolved within the business area by step one or step two, it will be referred to the Industrial Relations team and may be referred to the National Manager in charge of human resources for resolution.

Referral to the Fair Work Commission

- (9) If a dispute is unable to be resolved at the workplace level, and all appropriate steps under sub-sections 99(5) - (8) above have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

- (10) The Fair Work Commission may deal with the dispute in two stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act. Therefore, an appeal may be made against the decision.

- (11) While the parties are attempting to resolve the dispute using the procedures in this term:

- (a) an Employee must continue to perform their work as they would normally in accordance with established custom and practice at the AFP that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- (b) subject to sub-section 99(11)(a) above, an Employee must comply with a direction given by the AFP to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable work health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

- (12) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

- (13) Any disputes arising under:

- (a) the 2017 Agreement;
- (b) the 2019 Agreement; or
- (c) the NES,

that were formally notified under section 71 of the 2017 Agreement or section 39 of the 2019 Agreement before the commencement of this Agreement, that remain unresolved at the date of commencement of this Agreement, will be progressed under the dispute resolution procedures in this Agreement.

Leave of absence to attend proceedings

- (14) Where the provisions of sub-sections 99(5) to (8) above have been complied with, and to assist in the resolution of the matter, the Employee, and/or the union delegate or other Employee representative referred to in sub-section 99(2), or Employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in sub-section 99(9) above.

100. Delegates' Rights

- (1) Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting Employee access to union officials, and providing Employee views to the AFP.
- (2) The role of union delegates is to be respected and supported.
- (3) The AFP and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

- (4) The AFP respects the role of union delegates to:
 - (a) provide information, consult with and seek feedback from Employees in the workplace on workplace matters;
 - (b) consult with other delegates and union officials, and get advice and assistance from union officials;
 - (c) represent the interests of members to the AFP and industrial tribunals; and
 - (d) represent members at relevant union forums, consultative committees or bargaining.
- (5) The AFP and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an Employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
- (6) Union delegates will be provided with reasonable paid time during their Normal Working Hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or Operational Requirements.
- (7) To support the role of union delegates, the AFP will, subject to legislative and Operational Requirements, including privacy and security requirements:

- (a) provide union delegates with reasonable access to AFP facilities and resources, including for paid or unpaid meetings between Employees and their unions and to communicate with union officials;
 - (b) advise union delegates and other union officials of the AFP facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
 - (c) allow reasonable official union communication appropriate to the AFP from union delegates with Employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for Employees to access union information. Any assistance in facilitating email communications does not include the AFP vetoing reasonable communications;
 - (d) provide access to new Employees as part of induction; and
 - (e) provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during Normal Working Hours.
- (8) Where Employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or AFP before speaking publicly in that capacity, subject to the AFP Code of Conduct, Commissioner's Orders, section 60A of the AFP Act and other legislative requirements. This sub-section 100(8) does not permit an Employee to otherwise disclose information specific to an operational matter without appropriate authorisation.

Attachment A – Classification Structures: Employees other than Executive Level Employees

Classification Structure Base Salary Rates (bands 1 to 8)

| | Increment Point | 4.5% Effective on the Commencement Date | 4.0% Effective 12 months after the Commencement Date | 2.7% Effective 24 months after the Commencement Date |
|---------------|-----------------|--|--|--|
| Band 1 | 1.1 | \$ 56,057 | \$ 58,299 | \$ 59,873 |
| | 1.2 | \$ 58,033 | \$ 60,354 | \$ 61,984 |
| | 1.3 | \$ 60,146 | \$ 62,552 | \$ 64,241 |
| | 1.4 | \$ 62,263 | \$ 64,754 | \$ 66,502 |
| Band 2 | 2.1 | \$ 62,263 | \$ 64,754 | \$ 66,502 |
| | 2.2 | \$ 64,673 | \$ 67,260 | \$ 69,076 |
| | 2.3 | \$ 67,017 | \$ 69,698 | \$ 71,580 |
| | 2.4 | \$ 69,536 | \$ 72,317 | \$ 74,270 |
| | 2.5 | \$ 72,339 | \$ 75,233 | \$ 77,264 |
| Band 3 | 3.1 | \$ 72,339 | \$ 75,233 | \$ 77,264 |
| | 3.2 | \$ 75,280 | \$ 78,291 | \$ 80,405 |
| | 3.3 | \$ 78,221 | \$ 81,350 | \$ 83,546 |
| | 3.4 | \$ 81,343 | \$ 84,597 | \$ 86,881 |
| | 3.5 | \$ 84,458 | \$ 87,836 | \$ 90,208 |
| Band 4 | 4.1 | \$ 84,458 | \$ 87,836 | \$ 90,208 |
| | 4.2 | \$ 87,904 | \$ 91,420 | \$ 93,888 |
| | 4.3 | \$ 91,346 | \$ 95,000 | \$ 97,565 |
| | 4.4 | \$ 95,157 | \$ 98,963 | \$101,635 |
| | 4.5 | \$ 99,285 | \$103,256 | \$106,044 |
| Band 5 | 5.1 | \$ 99,285 | \$103,256 | \$106,044 |
| | 5.2 | \$103,429 | \$107,566 | \$110,470 |
| | 5.3 | \$107,559 | \$111,861 | \$114,881 |
| Band 6 | 6.1 | \$107,559 | \$111,861 | \$114,881 |

| | Increment Point | 4.5% Effective on the Commencement Date | 4.0% Effective 12 months after the Commencement Date | 2.7% Effective 24 months after the Commencement Date |
|---------------|------------------------|--|---|---|
| | 6.2 | \$113,117 | \$117,642 | \$120,818 |
| | 6.3 | \$118,673 | \$123,420 | \$126,752 |
| Band 7 | 7.1 | \$118,673 | \$123,420 | \$126,752 |
| | 7.2 | \$122,890 | \$127,806 | \$131,257 |
| | 7.3 | \$127,101 | \$132,185 | \$135,754 |
| Band 8 | 8.1 | \$127,101 | \$132,185 | \$135,754 |
| | 8.2 | \$132,722 | \$138,031 | \$141,758 |
| | 8.3 | \$138,349 | \$143,883 | \$147,768 |

Technical Specialist Classification Structure Base Salary Rates (levels 1 to 4)

| | Increment Point | 4.5% Effective on the Commencement Date | 4.0% Effective 12 months after the Commencement Date | 2.7% Effective 24 months after the Commencement Date |
|---------------------------|------------------------|--|---|---|
| Specialist Level 1 | 1.1 | \$127,565 | \$132,668 | \$136,250 |
| | 1.2 | \$131,493 | \$136,753 | \$140,445 |
| | 1.3 | \$134,967 | \$140,366 | \$144,156 |
| | 1.4 | \$138,443 | \$143,981 | \$147,868 |
| | 1.5 | \$141,915 | \$147,592 | \$151,577 |
| | 1.6 | \$145,389 | \$151,205 | \$155,288 |
| Specialist Level 2 | 2.1 | \$147,369 | \$153,264 | \$157,402 |
| | 2.2 | \$150,841 | \$156,875 | \$161,111 |
| | 2.3 | \$154,313 | \$160,486 | \$164,819 |
| | 2.4 | \$157,785 | \$164,096 | \$168,527 |
| | 2.5 | \$161,256 | \$167,706 | \$172,234 |
| | 2.6 | \$164,728 | \$171,317 | \$175,943 |
| Specialist Level 3 | 3.1 | \$172,999 | \$179,919 | \$184,777 |

| | Increment Point | 4.5% Effective on the Commencement Date | 4.0% Effective 12 months after the Commencement Date | 2.7% Effective 24 months after the Commencement Date |
|---------------------------|------------------------|--|---|---|
| | 3.2 | \$176,608 | \$183,672 | \$188,631 |
| | 3.3 | \$180,218 | \$187,427 | \$192,488 |
| | 3.4 | \$183,825 | \$191,178 | \$196,340 |
| | 3.5 | \$187,435 | \$194,932 | \$200,195 |
| | 3.6 | \$191,044 | \$198,686 | \$204,051 |
| Specialist Level 4 | 4.1 | \$196,298 | \$204,150 | \$209,662 |
| | 4.2 | \$199,910 | \$207,906 | \$213,519 |
| | 4.3 | \$203,521 | \$211,662 | \$217,377 |
| | 4.4 | \$207,133 | \$215,418 | \$221,234 |
| | 4.5 | \$210,744 | \$219,174 | \$225,092 |
| | 4.6 | \$214,356 | \$222,930 | \$228,949 |

Attachment B – Classification Structure: Executive Level Employees

| Classification | 4.5% Effective on the Commencement Date | 4.0% Effective 12 months after the Commencement Date | 2.7% Effective 24 months after the Commencement Date |
|-----------------------|--|---|---|
| EL Minimum | \$168,355 | \$175,089 | \$179,816 |
| EL1 | \$173,733 | \$180,682 | \$185,560 |
| EL2 | \$179,114 | \$186,279 | \$191,309 |
| EL3 | \$184,494 | \$191,874 | \$197,055 |
| EL4 | \$189,872 | \$197,467 | \$202,799 |
| EL5 | \$195,253 | \$203,063 | \$208,546 |
| EL6 | \$200,632 | \$208,657 | \$214,291 |
| EL7 | \$206,011 | \$214,251 | \$220,036 |
| EL8 | \$211,391 | \$219,847 | \$225,783 |
| EL9 | \$216,771 | \$225,442 | \$231,529 |
| EL Maximum | \$222,149 | \$231,035 | \$237,273 |

Attachment C - Broadbands and Advancement Arrangements

101. Policing Advancement Arrangements

Scope

- (1) The AFP Policing broadband is limited to broadbanded 2-5 and 6-7 roles performed by AFP Members (not including special members) who are assigned and performing a restricted policing role.

Core Requirements for Movement through the Broadbands

- (2) Movement through the band levels and Increment Points of the Team Member/Constable broadband 2-5, will only occur where the Employee has:
 - (a) a current PDA in place and a PDA with a minimum rating of 'fulfilled' for the previous PDA period; and
 - (b) a current Use of Force certification; with exception given where an Employee has been provided with an exemption by the AFP Chief Medical Officer.
- (3) The Employee must also meet the relevant assessment requirements that are specific to the band and Increment Point to which they are due to advance.

Team Member/Constable Broadband 2 – 5

- (4) The broadband for team member/constable policing roles spans band 2 through to band 5 of the Band 1 - 8 Classification Structure. The barriers separating the classifications within the Policing broadband are as follows:
 - (a) band 2 to AFP band 3 Soft Barrier
 - (b) band 3 to AFP band 4 Firm Barrier
 - (c) band 4 to AFP band 5 Firm Barrier
- (5) This broadband is not subject to job availability.

Advancement within Band 2

- (6) A new Employee commencing employment with the AFP as a police recruit will commence their career at band and Increment Point 2.3 and will remain at this band and Increment Point until the successful completion of the recruit training program.
- (7) A current AFP Employee who becomes a police recruit will remain at the band and Increment Point, and continue to be paid the Base Salary, applicable to the role they were assigned to immediately prior to commencing recruit training. Where an Employee is on higher duties it will cease immediately upon assignment of duties to recruit training.
- (8) On successful completion of the recruit training program and compliance with sub-sections 101(2) - (3) above, on assignment of duties to a restricted policing role an Employee will move to band and Increment Point 2.4. The Employee will remain at this band and Increment Point until the successful completion of the AFP workbook requirements and for a minimum period of 12 months.

Advancement from Band 2 to Band 3

- (9) Where an Employee has met the core requirements for advancement (as outlined in sub-sections 101(2) - (3) above) and successfully completed the AFP workbook, advancement from band 2.4 to band and Increment Point 3.1 can occur. The date of advancement from band 2.4 to band 3.1 will occur on:
- (a) the Employee's next incremental anniversary date; or
 - (b) where successful completion (of the workbook) occurs after the next incremental anniversary, the date of successful completion of the AFP workbook requirements will be used. This will become the Employee's new incremental anniversary date.
- (10) Successful completion of the AFP workbook means the date the workbook was signed-off as completed by both the Employee's Supervisor and the Commissioner. Sign-off by the Supervisor can only occur where the Supervisor has been directly responsible for the Employee for a minimum period of three months.

Advancement from Band 3 to Band 4

- (11) Advancement from band 3.5 to band and Increment Point 4.2 will occur on the Employee's next incremental anniversary date where they have successfully met all required assessment criteria.
- (12) An Employee will not advance to band 4.2 until the Commissioner has determined that they have met all required assessment criteria; including core requirements as outlined in sub-sections 101(2) - (3) above. Where the Employee does not meet the assessment requirements until after their incremental anniversary date, the date of sign-off by the Commissioner confirming successful completion will be used and will become the Employee's new incremental anniversary date.
- (13) It is the Employee's responsibility to ensure that they advise their Supervisor that the required assessment is due to be completed; this should occur at the beginning of the band 3.5 year.

Advancement from Band 4 to Band 5

- (14) Prior to 1 July 2025, Employee advancement from band 4.5 to band and Increment Point 5.2 will occur on the date the Employee successfully meets the requirements and timeframes outlined in this sub-section, and the core requirements provided in sub-sections 101(2) - (3) above, where the Employee:
- (a) has 12 or more years of Policing Experience, which may include experience from a policing organisation other than the AFP, and has completed assigned duties in a restricted policing role in two or more of the following areas for a minimum of two years per assignment:
 - (i) Investigations (National or ACT Policing);
 - (ii) ACT Policing – General Duties;
 - (iii) Airport Policing – General Duties;
 - (iv) External Territories – General Duties;
 - (v) Learning and Development;

- (vi) Professional Standards;
 - (vii) Police Technical Team;
 - (viii) HUMINT;
 - (ix) Welfare Officer Network;
 - (x) Workplace Issues and Complaints Resolution (Administrative Investigators only);
 - (xi) any other role identified by the Commissioner over the life of this Agreement; or
- (b) has 12 or more years of Policing Experience which may include experience from a policing organisation other than the AFP; and has attained a detective designation which has been recognised by the AFP; or
- (c) the Employee has 15 or more years of Policing Experience, which may include experience from a policing organisation other than the AFP.
- (15) Employees who have completed time in a restricted policing role, from a policing organisation other than the AFP, in an area that is considered reciprocal to those listed in sub-section 101(14)(a) above, may have this time considered for advancement to band 5. It is the Employee’s responsibility to provide the AFP with any relevant documentation that clearly indicates that they meet these requirements.
- (16) On and from 1 July 2025, Employee advancement from band 4.5 to band and Increment Point 5.2 will occur on the date the Employee:
- (a) successfully meets the core requirements provided in sub-sections 101(2) - (3) above; and
 - (b) has 9 or more years of Policing Experience, which may include experience from a policing organisation other than the AFP.

Team Member/Constable movement through the Policing Broadband

| Event | Band and Increment Point | Minimum time spent at each level |
|--|---------------------------------|---|
| Commencement of Recruit Training | 2.3 | 19 weeks |
| Graduation | 2.4 | 12 months |
| Soft Barrier | | |
| Successful completion of AFP workbook requirements | 3.1 | 12 months |
| Incremental progression | 3.2 3.3 3.4 3.5 | 12 months (at each Increment Point) |
| Firm Barrier | | |

| Event | Band and Increment Point | Minimum time spent at each level |
|--|--------------------------|--|
| Successful completion of assessment criteria | 4.2 | 12 months |
| Incremental progression | 4.3 4.4 4.5 | 12 months (at each Increment Point) |
| Firm Barrier | | |
| <p>Prior to 1 July 2025: a minimum of 12 years Policing Experience and assignment to two designated areas for a minimum of two years; or a minimum of 12 years Policing Experience and an assignment to one designated area and attainment of a detective designation; or a minimum of 15 years Policing Experience.</p> <p>On and from 1 July 2025: a minimum of 9 years Policing Experience.</p> | 5.2 | 12 months |
| Incremental progression | 5.3 | 12 months |

Team Leader/Sergeant Broadband 6 – 7

- (17) The broadband for team leader/sergeant policing roles spans band 6 through to band 7 of the Band 1 - 8 Classification Structure. The barrier separating band 6 and band 7 classifications is a Firm Barrier.
- (18) This broadband is not subject to job availability.
- (19) Movement through the band levels and Increment Points of the team leader/sergeant broadband 6-7 will only occur where the Employee meets the requirements outlined below and where they have met the core requirements outlined in sub-sections 101(2) - (3) above.

Advancement from Band 6 to Band 7

- (20) Employee advancement from band 6.3 to band and Increment Point 7.2 will occur on the Employee's next incremental anniversary date where they have successfully met all required assessment criteria.
- (21) An Employee will not advance to band 7.2 until the Commissioner has determined that they have met all required assessment criteria; including the core requirements provided in sub-sections 101(2) - (3) above. Where the Employee does not meet the assessment requirements until after their incremental anniversary date, the date of sign-off by the

Commissioner confirming successful completion will be used and will become the Employee's new incremental anniversary date.

- (22) It is the Employee's responsibility to ensure that they advise their Supervisor that the required assessment is due to be completed; this should occur at the beginning of the 6.3 year.

Team Leader/Sergeant movement through the Policing Broadband

| Event | Band and Increment Point | Minimum time spent at each level |
|--|---------------------------------|---|
| Advancement via a Merit based selection process (for a restricted policing role) | 6.1 | 12 months |
| Incremental progression | 6.2 6.3 | 12 months (at each Increment Point) |
| Firm Barrier | | |
| Successful completion of assessment criteria | 7.2 | 12 months |
| Incremental progression | 7.3 | 12 months |

102.Chief Scientist Scientific Officers Advancement Arrangements

Scope

- (1) The Chief Scientist Scientific Officer broadband is limited to Chief Scientist Scientific Officer (CSSO) roles performed by Employees engaged in the Chief Scientist portfolio.
- (2) The Commissioner can engage a CSSO at any classification level within the CSSO broadband. The minimum Increment Point will be used unless otherwise determined by the Commissioner.

Forensic Broadband 3 – 6

- (3) The broadband for CSSO roles spans Band 3 through to Band 6 of the Band 1 - 8 Classification Structure. The barriers separating the classifications within the broadband are as follows:
- (a) band 3 to AFP band 4 Firm Barrier
 - (b) band 4 to AFP band 5 Soft Barrier
 - (c) band 4 or AFP band 5 to AFP band 6 Firm Barrier
- (4) This broadband is not subject to job availability.

Advancement from Band 3 to Band 4

- (5) An Employee may apply to advance to band 4 at any time after completion of 12 months at band 3 and Increment Point 3. Advancement to band 4 will occur when the CSSO has:
- (a) successfully completed the requirements of the Professional Development Continuum; and

- (b) has a current Performance Development Agreement (with no remedial objectives) in place and a minimum rating of 'fulfilled' for the previous PDA.
- (6) Advancement will be to band and Increment 4.1 or where the Employee was advanced from a band 3.5 to band and Increment Point 4.2.

Advancement from Band 4 to Band 5

- (7) Pay point advancement across band 4 to band 5 will take place by annual salary increments in accordance with sub-section 11(2) of this Agreement.

Advancement to Band 6

- (8) An Employee may apply to advance to band 6 at any time after completion of 12 months at band 4 and Increment Point 4. Advancement to band 6 will occur when the CSSO has:
 - (a) successfully completed the requirements of the Professional Development Continuum; and
 - (b) has a current Performance Development Agreement (with no remedial objectives) in place and a minimum rating of 'fulfilled' for the previous PDA.
- (9) Advancement will be to band and Increment 6.1 or where the Employee was advanced from a band 5.3 to band and Increment Point 6.2

CSSO movement through the Forensics Broadband

| Event | Band and Increment Point | Minimum time spent at each level |
|--|--------------------------|-------------------------------------|
| Engagement or incremental progression | 3.3 | 12 months (at each Increment Point) |
| | 3.4 | |
| | 3.5 | |
| An CSSO may apply to advance to band 4 after 12 months at band 3.3. An Employee at band 3.5 Advances to 4.2 upon satisfying criteria in section 102(5) | | |
| Firm Barrier | | |
| Successful completion of the professional development continuum | 4.1 | 12 months |
| Incremental progression | 4.2 | 12 months (at each Increment Point) |
| | 4.3 | |
| | 4.4 | |
| | 4.5 | |
| Soft Barrier | | |
| Incremental progression | 5.2 | |
| | 5.3 | |
| Firm Barrier | | |

| Event | Band and Increment Point | Minimum time spent at each level |
|--|--------------------------|--|
| An CSSO may apply to advance to band 6 after 12 months at band 4.4. An Employee at band 5.3 Advances to 6.2 upon satisfying criteria in section 102(8) | | |
| Successful completion of the professional development continuum | 6.1 | 12 months |
| Incremental progression | 6.2 6.3 | 12 months (at each Increment Point) |

103. Legal Officer Advancement Arrangements

Scope

- (1) The AFP Legal Officer broadband is limited to Legal Officer roles performed by Employees engaged in the Chief Counsel portfolio.

Legal Officer Broadband 3 – 8

- (2) The broadband for Legal Officers spans band 3 through to band 8 of the Band 1 - 8 Classification Structure. The barriers separating the classifications within the Legal Officer broadband are as follows:
 - (a) band 3 to AFP band 4 Firm Barrier
 - (b) band 4 to AFP band 5 Firm Barrier
 - (c) band 5 to AFP band 6 Firm Barrier
 - (d) band 6 to AFP band 7 Firm Barrier
 - (e) band 7 to AFP band 8 Firm Barrier
- (3) The Legal Officer broadband is subject to job availability between band 7 and band 8.
- (4) The Commissioner can engage a Legal Officer at any classification level within the Legal Officer broadband. The minimum Increment Point will be used unless otherwise determined by the Commissioner.

Core requirements for advancement and/or movement through the Broadband

- (5) Advancement to a band and/or movement through Increment Points within each band of the Legal Officer broadband 3-8 will only occur where the Legal Officer has:
 - (a) a current PDA with no remedial objectives in place and a minimum rating of 'fulfilled' for the previous PDA; and
 - (b) met any assessment requirements established by the Chief Counsel that are specific to the band and Increment Point to which they are due to advance.

Advancement from Band 3 to Band 4

- (6) A Legal Officer may apply to advance to band 4 at any time after completion of a minimum of 12 months at band 3.

- (7) Advancement to band 4 will occur subject to the requirements for advancement at sub-section 103(5) above.
- (8) Advancement will be to band and Increment Point 4.1 or where the Employee was advanced from a band 3.5 to band and Increment Point 4.2.
- (9) Incremental progression through band 3 will occur in accordance with sub-section 11(2) of this Agreement.

Incremental progression and/or movement within Band 4

- (10) A Legal Officer may apply to move to a higher Increment Point within band 4 at any time after completion of a minimum period of 12 months at band 4.
- (11) Movement to an Increment Point within band 4 will occur subject to the requirements for movement at sub-section 103(5) above.
- (12) Incremental progression through band 4 will occur in accordance with sub-section 11(2) of this Agreement.

Advancement from Band 4 to Band 5

- (13) A Legal Officer may apply to advance to band 5 at any time after completion of a minimum of 24 months at band 4.
- (14) Advancement to band 5 will occur subject to the requirements for advancement at sub-section 103(5) above.
- (15) Advancement will be to band and Increment Point 5.1 or where the Employee was advanced from band 4.5 to band and Increment Point 5.2.

Advancement from Band 5 to Band 6

- (16) A Legal Officer may apply to advance to band 6 at any time after completion of a minimum of 12 months at band 5.
- (17) Advancement to band 6 will occur subject to the requirements for advancement at sub-section 103(5) above.
- (18) Advancement will be to band and Increment Point 6.1 or where the Employee was advanced from band 5.3 to band and Increment Point 6.2.
- (19) Incremental progression through band 5 will occur in accordance with sub-section 11(2) of this Agreement.

Advancement from Band 6 to Band 7

- (20) A Legal Officer may apply to advance to band 7 at any time after completion of a minimum of 12 months at band 6.
- (21) Advancement to band 7 will occur subject to the requirements for advancement at sub-section 103(5) above.
- (22) Advancement will be to band and Increment Point 7.1 or where the Employee was advanced from band 6.3 to band and Increment Point 7.2.
- (23) Incremental progression through band 6 will occur in accordance with sub-section 11(2) of this Agreement.

Advancement from Band 7 to Band 8

- (24) A Legal Officer may apply to advance to band 8 at any time after completion of a minimum of 12 months at band 7.
- (25) Advancement to band 8 will occur subject to sub-sections 103(3) and 103(5) above.
- (26) Advancement, subject to sub-section 103(3) above will be to band and Increment Point 8.1 or where the Employee is advanced from band 7.3 to band and Increment Point 8.2.
- (27) Incremental progression through band 7 will occur in accordance with sub-section 11(2) of this Agreement.

Legal Officer movement through the Legal Broadband

| Event | Band and Increment Point | Minimum time spent at each level |
|---|---------------------------------|---|
| Incremental progression | 3.1 3.2 3.3 3.4 3.5 | 12 months (at each Increment Point) |
| A Legal Officer may apply to advance to band 4 after 12 months at band 3 | | |
| Firm Barrier | | |
| Successful met assessment requirements | 4.1 | 12 months |
| Incremental progression | 4.2 4.3 4.4 4.5 | 12 months (at each Increment Point) |
| A Legal Officer may apply to move to a higher Increment Point within AFP band 4 after completion of 12 months at band 4 | | |
| Successfully met assessment requirements | Approved Increment Point | |
| A Legal Officer may apply to advance to band 5 after 24 months at band 4 | | |
| Firm Barrier | | |
| Successfully met assessment requirements | 5.1 | 12 months |
| Incremental progression | 5.2 5.3 | 12 months (at each Increment Point) |
| A Legal Officer may apply to advance to band 6 after 12 months at band 5 | | |
| Firm Barrier | | |

| Event | Band and Increment Point | Minimum time spent at each level |
|--|---------------------------------|---|
| Successfully met assessment requirements | 6.1 | 12 months |
| Incremental progression | 6.2 6.3 | 12 months (at each Increment Point) |
| A Legal Officer may apply to advance to band 7 after 12 months at band 6 | | |
| Firm Barrier | | |
| Successfully met assessment requirements | 7.1 | 12 months |
| Incremental progression | 7.2 7.3 | 12 months (at each Increment Point) |
| A Legal Officer may apply to advance to band 8 after 12 months at band 7 | | |
| Firm Barrier | | |
| Progression to band 8 is subject to job availability | | |
| Successfully met assessment requirements | 8.1 | 12 months |
| Incremental progression | 8.2 8.3 | 12 months (at each Increment Point) |

104.PSO Advancement Arrangements

Scope

- (1) The AFP Protective Service Officer (PSO) Broadband is limited to:
 - (a) on the Commencement Date of this Agreement - broadbanded 2 - 3 roles performed by Protective Services Officers (PSO1); and
 - (b) on and from 1 July 2025 - broadbanded 2-5 and PS TL/Sergeant 6-7 roles performed by Protective Service Officers.

PSO Broadband 2 – 5

- (2) Subject to sub-section 104(3) below, the broadband for Protective Service Officer Employees spans band 2 through to band 5 of the Band 1 - 8 Classification Structure. On and from 1 July 2025, the barrier separating the classifications within the PSO broadband are as follows:
 - (a) band 2 to AFP band 3 Soft Barrier
 - (b) band 3 to AFP band 4 Firm Barrier

- (c) band 4 to AFP band 5 Firm Barrier
- (3) The expansion of the PSO broadband from band 2-3 to band 2-5 will commence on 1 July 2025. An Employee will not be eligible to advance from band 3 to band 4 prior to this date and existing arrangements under the 2017 Agreement will remain in force until 1 July 2025, including a Firm Barrier for advancement between bands 2-3.
- (4) This broadband is not subject to job availability.

Core Requirements for Movement through the Broadband

- (5) Movement through the band levels and Increment Points of the PSO broadband 2-5 and PS TL/Sergeant Broadband 6-7, will only occur where the Employee has:
 - (a) a current PDA in place and a PDA with a minimum rating of 'fulfilled' for the previous PDA period; and
 - (b) a current Use of Force certification; with exception given where an Employee has been provided an exemption by the AFP Chief Medical Officer.
- (6) The Employee must also meet the relevant assessment requirements that are specific to the band and Increment Point to which they are due to advance.

Advancement within AFP Band 2

- (7) A new Employee commencing employment with the AFP as a PSO recruit will commence their career at band and Increment Point 2.1 and will remain at this band and Increment Point for a minimum period of 12 months (inclusive of time spent in recruit training).
- (8) A current AFP Employee who becomes a PSO recruit will remain at the band and Increment Point, and continue to be paid the Base Salary, applicable to the role they were assigned to immediately prior to commencing PSO recruit training. Where an Employee is on higher duties it will cease immediately upon assignment of duties to recruit training. Upon successful completion of PSO recruit training the Employee will move to band and Increment Point 2.1; any time spent in recruit training will be considered for movement to Increment Point 2.2.
- (9) Incremental progression through band 2 will occur in accordance with sub-section 11(2) of this Agreement.

Advancement from Band 2 to Band 3

- (10) Advancement from band 2.5 to band and Increment Point 3.2 will occur on the Employee's next incremental anniversary date where they have satisfactorily met the core requirements for advancement in sub-sections 104(5) - (6) above.
- (11) From the Commencement Date until 1 July 2025, the barrier separating band 2 and band 3 is a Firm Barrier and advancement will be subject to the following requirements:
 - (a) An Employee will not advance to band 3.2 until the Commissioner has determined that they have met all required assessment criteria; including the core requirements outlined in sub-sections 104(5) - (6). Where the Employee does not meet the assessment requirements until after their incremental anniversary date, the date of sign-off by the Commissioner confirming successful completion will be used and will become the Employee's new incremental anniversary date.

- (b) It is the Employee's responsibility to ensure that they advise their Supervisor that the required assessment is due to be completed; this should occur at the beginning of the 2.5 year.
- (12) From 1 July 2025, the barrier separating band 2 to band 3 will be a Soft Barrier and the requirements in sub-section 104(11) above will no longer apply; Employees must meet the requirements in sub-section 104(10) to advance.
- (13) Incremental progression through band 3 will occur in accordance with sub-section 11(2) of this Agreement.

Advancement from Band 3 to Band 4

- (14) An Employee will only be eligible to advance from band 3 to band 4 on or after 1 July 2025.
- (15) Advancement from band 3.5 to band an Increment Point 4.2 will occur on the Employee's next incremental anniversary date where they have satisfactorily met all required assessment criteria.
- (16) An Employee will not advance to band 4.2 until the Commissioner has determined that they have met all required assessment criteria; including the core requirements outlined in sub-sections 104(5) - (6). Where the Employee does not meet the assessment requirements until after their incremental anniversary date, the date of sign-off by the Commissioner confirming successful completion will be used and will become the Employee's new incremental anniversary date.
- (17) It is the Employee's responsibility to ensure that they advise their Supervisor that the required assessment is due to be completed; this should occur at the beginning of the 3.5 year.
- (18) Incremental progression through band 4 will occur in accordance with sub-section 11(2) of this Agreement.

Advancement from Band 4 to Band 5

- (19) An Employee will only be eligible to advance from band 4 to band 5 on or after 1 July 2025.
- (20) Advancement from band 4.5 to band an Increment Point 5.2 will occur on the Employee's next incremental anniversary date where they have satisfactorily met all required assessment criteria.
- (21) An Employee will not advance to band 5.2 until the Commissioner has determined that they have met all required assessment criteria; including the core requirements outlined in sub-sections 104(5) - (6). Where the Employee does not meet the assessment requirements until after their incremental anniversary date, the date of sign-off by the Commissioner confirming successful completion will be used and will become the Employee's new incremental anniversary date.
- (22) It is the Employee's responsibility to ensure that they advise their Supervisor that the required assessment is due to be completed; this should occur at the beginning of the 4.5 year.
- (23) Incremental progression through band 5 will occur in accordance with sub-section 11(2) of this Agreement.

Team Member movement through the Protective Service Officer Broadband

| Event | Band and Increment Point | Minimum time spent at each level |
|--|---------------------------------|---|
| Commencement of Recruit Training | 2.1 | 12 months |
| Incremental progression | 2.2 2.3 2.4 2.5 | 12 months (at each Increment Point) |
| Firm Barrier from Commencement Date to 1 July 2025 Soft Barrier on or after 1 July 2025 | | |
| Successfully met assessment requirements (where applicable) | 3.2 | 12 months |
| Incremental progression | 3.3 3.4 3.5 | 12 months (at each Increment Point) |
| Firm Barrier (advancement only applicable on or after 1 July 2025) | | |
| Successfully met assessment requirements | 4.2 | 12 months |
| Incremental progression | 4.3 4.4 4.5 | 12 months (at each Increment Point) |
| Firm Barrier (advancement only applicable on or after 1 July 2025) | | |
| Successfully met assessment requirements | 5.2 | 12 months |
| Incremental progression | 5.3 | 12 months |

PS Team Leader/Sergeant Broadband 6 – 7

- (24) This broadband commences on 1 July 2025. An Employee is not eligible to advance to this broadband prior to this date.
- (25) The broadband for PS team leader/sergeant roles spans band 6 through to band 7 of the Band 1 - 8 Classification Structure. The barrier separating band 6 and band 7 classifications is a Firm Barrier.
- (26) This broadband is not subject to job availability.
- (27) Movement through the band levels and Increment Points of the PS team leader/sergeant broadband 6-7 will only occur where the Employee meets the requirements outlined below

and where they have met the core requirements outlined in sub-sections 104(5) - (6) above.

- (28) Advancement to band 6.1 is contingent upon an Employee being successfully promoted to the role of PS team leader/sergeant.

Advancement from Band 6 to Band 7

- (29) Employee advancement from band 6.3 to band and Increment Point 7.2 will occur on the Employee's next incremental anniversary date where they have successfully met all required assessment criteria.
- (30) An Employee will not advance to band 7.2 until the Commissioner has determined that they have met all required assessment criteria; including the core requirements provided in sub-sections 104(5) - (6) above. Where the Employee does not meet the assessment requirements until after their incremental anniversary date, the date of sign-off by the Commissioner confirming successful completion will be used and will become the Employee's new incremental anniversary date.
- (31) It is the Employee's responsibility to ensure that they advise their Supervisor that the required assessment is due to be completed; this should occur at the beginning of the 6.3 year.

Team Leader/Sergeant movement through the PSO Broadband

| Event | Band and Increment Point | Minimum time spent at each level |
|---|--------------------------|-------------------------------------|
| Advancement via a Merit based selection process (for a PS Team Leader role) | 6.1 | 12 months |
| Incremental progression | 6.2 6.3 | 12 months (at each Increment Point) |
| Firm Barrier | | |
| Successful completion of assessment criteria | 7.2 | 12 months |
| Incremental progression | 7.3 | 12 months |

105. Intelligence Analyst Advancement Arrangements

Scope

- (1) The AFP Intelligence Analyst broadband is limited to broadbanded band 6-7 Intelligence Analyst roles.

Intelligence Analyst Broadband 6-7

- (2) The broadband for Intelligence Analyst roles spans band 6 to band 7 of the Band 1 - 8 Classification Structure. The barrier separating the classifications within the broadband is a Firm Barrier.
- (3) This broadband is not subject to job availability.

Advancement from AFP Band 6 to AFP Band 7

- (4) Intelligence Analyst advancement from band and Increment Point 6.3 to band and Increment Point 7.2 will occur when the Employee has:
 - (a) a current Performance Development Agreement (with no remedial objectives) in place and a minimum rating of 'fulfilled' for the previous PDA; and
 - (b) satisfactorily completed all required assessment criteria.
- (5) An Employee will not advance to band 7.2 until the Commissioner has determined that they have met all required assessment criteria.

Intelligence Analyst movement through the Intelligence Analyst Broadband

| Event | Band and Increment Point | Minimum time spent at each level |
|--|--------------------------|--|
| Incremental progression | 6.1 6.2 6.3 | 12 months (at each Increment Point) |
| Firm Barrier | | |
| Successfully completion of the assessment criteria | 7.2 | 12 months |
| Incremental progression | 7.3 | No further incremental progression |

106. Forensic Accountant Advancement Arrangements

Scope

- (1) The AFP Forensic Accountant broadband is limited to Forensic Accounting roles.
- (2) This broadband commences on 1 July 2025. An Employee is not eligible to advance to this broadband prior to this date.

Forensic Accountant Broadband 6 – 8

- (3) The broadband for Forensic Accountant roles spans bands 6 – 8. The barriers separating classifications within the broadband are as follows:
 - (a) band 6 to band 7 Firm Barrier
 - (b) band 7 to band 8 Firm Barrier
- (4) The broadband is not subject to job availability.
- (5) The Commissioner can engage a Forensic Accountant at any classification level within the Forensic Accountant broadband. The minimum Increment Point will be used unless otherwise determined by the Commissioner.

Advancement from Band 6 – 7

- (6) An Employee may apply to advance from band and Increment Point 6.3 to band and Increment Point 7.2 when the Employee has:
- (a) completed 12 months at band and Increment Point 6.3;
 - (b) a current PDA in place, and a minimum rating of 'fulfilled' for the previous PDA;
 - (c) obtained membership with a recognised professional accounting body (i.e. CA ANZ/CPA);
 - (d) relevant behavioural assessments completed by National Coordinator Forensic Accounting, a Team Leader, a peer (such as allocated mentor) and a client stakeholder; and
 - (e) a two-page pitch providing examples that demonstrate the relevant role requirements, appropriate behaviours identified in the Forensic Accountant career development pathways and behaviours document and in the relevant work level standard.

Advancement from Band 7 – 8

- (7) An Employee may apply to advance from band and Increment Point 7.3 to band and Increment Point 8.2 when the Employee has:
- (a) completed 12 months at band and Increment Point 7.3;
 - (b) a current PDA in place, and a minimum rating of 'fulfilled' for the previous PDA;
 - (c) relevant behavioural assessments completed by National Coordinator Forensic Accounting, a Team Leader, a peer (such as allocated mentor) and a client stakeholder; and
 - (d) a two-page pitch providing examples that demonstrate the relevant role requirements, appropriate behaviours identified in the Forensic Accountant career development pathways and behaviours document and in the relevant work level standard.

Forensic Accountant movement through the Forensic Accountant Broadband

| Event | Band and Increment Point | Minimum time spent at each level |
|-------------------------|---|--|
| Incremental progression | 6.1 6.2 6.3 (6.3 Advances to 7.2 upon satisfying criteria in section 106(6)) | 12 months (at each Increment Point) |
| Firm Barrier | | |
| | 7.1 | 12 months |

| Event | Band and Increment Point | Minimum time spent at each level |
|-------------------------|--|--|
| Incremental progression | 7.2 7.3 (7.3 Advances to 8.2 upon satisfying criteria in section 106(7)) | 12 months (at each Increment Point) |
| Firm Barrier | | |
| | 8.1 | 12 months |
| Incremental progression | 8.2 | 12 months |
| | 8.3 | No further incremental progression |

107. Armourer Broadband Arrangements

Scope

- (1) The AFP Armourer Broadband is limited to broadbanded 3-4 Armourer roles performed by Employees engaged in the Chief Scientist portfolio.
- (2) The Commissioner can engage an Armourer at any Classification Level within the Armourer Broadband. The Minimum Increment Point will be used unless otherwise determined by the Commissioner.

Armourer Broadband 3 – 4

- (3) The broadband for Armourer roles spans band 3 to band 4 of the Classification structure. The barrier separating the classifications within the broadband is a Firm Barrier.
- (4) This broadband is not subject to job availability.

Advancement from Band 3 – 4

- (5) An Employee may apply to advance to Band 4 at any time after completion of 12 months at Band 3.3. Advancement to Band 4 will occur when the Employee has:
 - (a) a current PDA with no remedial objectives in place and a minimum rating of 'fulfilled' for the previous PDA; and
 - (b) successfully completed the requirements of the Armourer Professional Development Continuum (PDC).
- (6) Advancement will be to Band 4.1, unless the Employee was advanced from Band 3.5. Where the Employee advances from Band 3.5, they will be advanced to Band 4.2.

Movement through the Armourer Broadband

| Event | Band and Increment Point | Minimum time spent at each level |
|---|---------------------------------|---|
| Engagement | 3.1 | 12 months |
| Incremental progression | 3.2 3.3 | 12 months (at each Increment Point) |
| An Employee may apply to advance to band 4 after 12 months at the band 3.3 level, and having completed the requirements of the PDC. | | |
| Incremental progression (until the Employee has met the requirements of the PDC) | 3.4 3.5 | 12 months (at each Increment Point) |
| Firm Barrier | | |
| Successful advancement requirements | 4.1 | 12 months |
| Incremental progression | 4.2 4.3 4.4 4.5 | 12 months (at each Increment Point). No further progression past 4.5. |

Attachment D - Transitional and Savings Provisions

108. Transition of Frozen Salary

- (1) Where, prior to the Commencement Date of this Agreement, the AFP has agreed to a Base Salary greater than the maximum Increment Point for the Salary Band applicable to the Employee, the AFP will maintain the Employee's existing Base Salary, until it is absorbed into the salary range for their classification. For the avoidance of doubt, salary increases under section 9 do not apply to a frozen Base Salary until it has been absorbed into the salary range for the Employee's classification.

109. Fixed Term Mobility

- (1) Where an Employee is assigned to a Fixed Term Mobility role in accordance with section 20 of the 2017 Agreement, the fixed term period will continue and is not reset by the commencement of this Agreement.

110. The AFP Working Patterns

Operations Working Pattern

- (1) Any consecutive Working Days or blocks of shifts in the Operations working pattern worked immediately prior to the commencement of this Agreement count towards the provisions of sub-sections:
 - (a) 33(12);
 - (b) 33(13);
 - (c) 33(14)(a); and
 - (d) 33(18).

Rostered Operations Working Pattern

- (2) A Roster Period that commenced under the Rostered Operations working pattern prior to the Commencement Date is deemed to be continuous with a Roster Period under this Agreement.
- (3) Any blocks of shifts in the Rostered Operations working pattern worked immediately prior to the Commencement Date count towards the provisions of sub-sections:
 - (a) 34(10);
 - (b) 34(12);
 - (c) 34(13); and
 - (d) 34(18).

111. Higher Duties Allowance

- (1) Where an Employee has been performing higher duties at the Commencement Date of the Agreement:
 - (a) the number of Working Days spent in the higher duties position since 1 July 2024 will count for the purposes of sub-section 39(8) of this Agreement for the 2024-2025 Financial Year;
 - (b) the period of higher duties performed immediately prior to the commencement of this Agreement will be count for the purpose of sub-section 39(4)(b) of this Agreement, provided that if the period of acting has not been continuous, the higher duties performed in the 24 months prior to the Commencement Date will count for the purposes of calculating whether the Employee has acted for a total of 12 months in the preceding 24 month period.

112. Advancement Arrangements

Policing Advancement Arrangements

- (1) Where, on 1 July 2025, an Employee:
 - (a) has met the criteria under sub-section 101(16) of this Agreement to advance from an AFP band 4 to an AFP band 5;
 - (b) has been at their current Increment Point for at least 12 months; and
 - (c) is awaiting their next incremental anniversary date,they will be entitled to advance on 1 July 2025. This date will become their new incremental anniversary date.
- (2) All other Employees will advance in accordance with section.

PSO Advancement Arrangements

- (3) PSO Employees substantively occupying a band 4, 5 or 6 role, or acting on higher duties in such a role, will transition on 1 July 2025 to the expanded PSO broadband (as set out in section 104) at the same Salary Band and Increment Point.
- (4) Where, on 1 July 2025, an Employee:
 - (a) has met the criteria under sub-sections 104(15) and (16) of this Agreement to advance from an AFP band 3 to an AFP band 4;
 - (b) has been at their current Increment Point for at least 12 months; and
 - (c) is awaiting their next incremental anniversary date,they will be entitled to advance on 1 July 2025. This date will become their new incremental anniversary date.
- (5) Where, on 1 July 2025, an Employee:
 - (a) has met the criteria under sub-section 104(20) & 104(21) of this Agreement to advance from an AFP band 4 to an AFP band 5;

- (b) has been at their current Increment Point for at least 12 months; and
 - (c) is awaiting their next incremental anniversary date,
- they will be entitled to advance on 1 July 2025. This date will become their new incremental anniversary date.
- (6) Where, on 1 July 2025, an Employee:
- (a) has met the criteria under sub-sections 104(29) and (30) of this Agreement to advance from an AFP band 6 to an AFP band 7;
 - (b) has been at their current Increment Point for at least 12 months; and
 - (c) is awaiting their next incremental anniversary date,
- they will be entitled to advance on 1 July 2025. This date will become their new incremental anniversary date.
- (7) All other Employees will advance in accordance with section 104.

113. Individual Flexibility Arrangements

- (1) This section 113 applies to Individual Flexibility Arrangements in place on the Commencement Date:
- (a) made under section 59 of the 2017 Agreement or section 36 of the 2019 Agreement; and
 - (b) providing for additional remuneration or allowances not otherwise payable under the 2017 Agreement or 2019 Agreement (as applicable).
- (2) An Individual Flexibility Arrangement covered by this section 113 will be deemed to have been made under section 86 of this Agreement and will continue on its terms subject to the following conditions:
- (a) all Individual Flexibility Arrangements will be reviewed in the six-month period following the Commencement Date;
 - (b) the Employee and the AFP must agree to a new Individual Flexibility Arrangement under section 86 of this Agreement during the six-month period following the Commencement Date, which may be on terms different to an Individual Flexibility Arrangement covered by this section 113;
 - (c) if a new Individual Flexibility Arrangement has not been agreed prior to the end of the six-month period following the Commencement Date, the Individual Flexibility Arrangement covered by this section 113 will terminate at the end of the six-month period unless it has been terminated earlier on its terms; and
 - (d) the Commissioner may extend the six-month period referred to in this section 113 in exceptional circumstances.
- (3) For the avoidance of doubt, an Employee is not eligible to receive the Rapid Deployment Allowance under section 47 of this Agreement whilst an Individual Flexibility Arrangement providing for an allowance on similar terms is preserved by this section 113 and remains in place.

114. Part-Time Employees

- (1) This section 114 applies to an Individual Flexibility Arrangement in place under section 60 of the 2017 Agreement on Commencement of this Agreement.
- (2) An Individual Flexibility Arrangement covered by this section is deemed to be a flexible working arrangement under section 89 of this Agreement and will continue on its terms until it expires or requires review under section 89 of this Agreement.
- (3) Any review or amendment to an Individual Flexibility Arrangement covered by this section 114 will be in accordance with section 89 of the Agreement.

115. Determination No.5 of 2017

- (1) Determination No.5 of 2017 continues in force as if it were made under this Agreement until it is replaced by a new determination with the teams, positions or roles identified as an Operations working pattern or a Rostered Operations working pattern, at which time any reference to Determination No.5 of 2017 becomes a reference to the new determination.
- (2) Whilst Determination No.5 of 2017 remains in force, a reference in that determination to a section of the 2017 Agreement is deemed to be a reference to the corresponding section in this Agreement.

116. Determination No.6 of 2017

- (1) Determination No.6 of 2017 continues in force as if it were made under this Agreement until it is replaced by a new determination identifying the roles determined to be FTM Roles, at which time any reference to Determination No.6 of 2017 becomes a reference to the new determination.
- (2) Whilst Determination No.6 of 2017 remains in force, a reference in that determination to a section of the 2017 Agreement is deemed to be a reference to the corresponding section in this Agreement.

Signed On Behalf Of

Australian Federal Police

By its duly authorised officer

in the presence of:

(Signature of authorised officer)

(Signature of witness)

(Name of authorised officer)

(Name of witness)

(Address of authorised officer)

(Address of witness)

(Position of authorised officer)

(Date)

(Date)

Representative of Employees

By:

in the presence of:

(Signature of representative)

(Signature of witness)

(Name of representative)

(Name of witness)

(Address of representative)

(Address of witness)

(Position of representative)

(Date)

(Date)